

TIE DOWN ENGINEERING LIMITED WARRANTY

Limited Warranty TIE DOWN ENGINEERING Inc ("TIE DOWN") warrants its products to be free from defects in material and workmanship for one year from date of delivery to the original purchaser when properly installed, used and maintained by the purchaser.

This warranty does not apply to damage or loss caused by any or all of the following circumstances or conditions:

- Damage caused during installation.
- Parts, accessories, materials or components used with or replacing any TIE DOWN braking system not obtained from or approved in writing by TIE DOWN.
- Misapplication, misuse and failure to follow the directions or observe cautions and warnings on installation, operation, application, inspection or maintenance specified in any TIE DOWN quotation, acknowledgement, sales literature, specification sheet or installation instruction and service manual ("applicable literature").
- Use of product in any other application other than those described in TIE DOWN's product information materials.

If any TIE DOWN products are found upon TIE DOWN's examination to have been defective when supplied, TIE DOWN will either: credit the purchaser's account for the purchase price of the TIE DOWN product; replace the TIE DOWN product; or repair the product. TIE DOWN has sole discretion in choosing which option to provide. For this LIMITED WARRANTY to apply, TIE DOWN must receive notice of the alleged defect within 30 days of either the discovery of the alleged defect or the expiration of the warranty period, whichever is earlier. Any claim not made within this period shall conclusively be deemed waived.

If requested by TIE DOWN, purchaser shall return the alleged defective product to TIE DOWN for examination at purchaser's expense. TIE DOWN will not pay for expenses incurred in returning a product to TIE DOWN without TIE DOWN's prior written authority. TIE DOWN shall not be liable for any other expenses purchaser incurs to remedy any defect. Purchasers waive subrogation on all claims under any insurance.

Limitation of Liability: It is expressly agreed that the liability of TIE DOWN is limited and TIE DOWN does not function as an insurer. THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE THE EXCLUSIVE REMEDIES AVAILABLE TO THE PURCHASER OR USER AND ARE IN LIEU OF ALL OTHER REMEDIES, EXPRESS OR IMPLIED. THE LIABILITY OF TIE DOWN, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT MANUFACTURED, SOLD OR SUPPLIED BY TIE DOWN.

To Obtain Technical Assistance: To enable TIE DOWN to respond to a request for assistance or evaluation of customer or user operating difficulty, please provide at a minimum the following information by calling 404-344-0000:

- Model number, serial number and all other data on the specific component which appears to be involved in the difficulty.
- The date and from whom you purchased your TIE DOWN product.
- State your difficulty, being sure to mention at least the following: Application, Nature of load involved, and Weight of the load.

Field Service If field service at the request of the purchaser is rendered and the difficulty is found not to be with TIE DOWN's product, the purchaser shall pay the time and expense (at the prevailing rate at the time of service) of seller's field representative(s). Charges for service, labor and other expenses that have been incurred by the purchaser, its customer or agent without prior written authorization of TIE DOWN will not be accepted.

TIE DOWN EXTENDS NO WARRANTY, EXPRESS OR IMPLIED, ON PRODUCTS NOT MANUFACTURED BY TIE DOWN OR TO TIE DOWN'S DESIGN SPECIFICATION, INCLUDING BUT NOT LIMITED TO SUCH ITEMS AS NON-TIE DOWN TIRES, BRAKES, ACTUATORS, BEARINGS, HOSE AND TUBING. PURCHASER'S RECOURSE SHALL BE LIMITED TO ANY WARRANTY OF THE RESPECTIVE MANUFACTURERS.

THIS WARRANTY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE.

THIS WARRANTY DOES NOT COVER NOR EXTEND TO INCIDENTAL OR CONSEQUENTIAL DAMAGE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

No representative has authority to make any representation, promise or agreement except as stated in this Limited Warranty. TIE DOWN reserves the right to make design and other changes upon its products without any obligation to install the same on any previously sold or delivered products.

DUE TO THE WIDE VARIATION IN USES TO WHICH TIE DOWN PRODUCTS (WHEELS, HUBS, BRAKES, ETC.) ARE SUBJECTED BY USERS, WE ARE UNABLE TO SPECIFY CARRYING CAPACITIES OR SPEEDS FOR A PARTICULAR APPLICATION. THEREFORE, THE MANUFACTURER MUST TEST HIS EQUIPMENT UNDER THE MOST SEVERE CONDITIONS TO DETERMINE THAT TIE DOWN PRODUCTS ARE SUITABLE.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED ABOVE. EFFECTIVE JANUARY 2003 THIS WARRANTY SUPERSEDES ALL PRIOR WARRANTIES, WRITTEN OR IMPLIED.

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