

LIMITED LIFETIME WARRANTY

- 1. Limited Lifetime Warranty ("Warranty"). Cequent Performance Products, Inc. ("We" or "Us") warrants to the original consumer purchaser only ("You") that the product will be free from material defects in both material and workmanship, ordinary wear and tear excepted; provided that installation and use of the product is in accordance with product instructions. There are no other warranties, express or implied, including the warranty of merchantability or fitness for a particular purpose. This warranty is not transferable.
- 2. Limitations on the Warranty. This Warranty does not cover: (a) normal wear and tear; (b) damage through abuse, neglect, misuse, or as a result of any accident or in any other manner; (c) damage from misapplication, overloading, or improper installation; (d) improper maintenance and repair; and (e) product alteration in any manner by anyone other than Us, with the sole exception of alterations made pursuant to product instructions and in a workmanlike manner.
- 3. Obligations of Purchaser. To make a Warranty claim, contact Us, identify the product by model number, and follow the claim instructions that will be provided. Any returned product that is replaced by Us becomes our property. You will be responsible for return shipping costs. Please retain your purchase receipt to verify date of purchase and that You are the original consumer purchaser. The product and the purchase receipt must be provided to Us in order to process Your Warranty claim.
- **4. Remedy Limits.** Product replacement is Your sole remedy under this Warranty. We shall not be liable for service or labor charges incurred in removing or replacing a product or any incidental or consequential damages of any kind.
- **5. Assumption of Risk.** You acknowledge and agree that any use of the product for any purpose other than the specified use(s) stated in the product instructions is at Your own risk.
- **6. Governing Law.** This Warranty gives You specific legal rights, and You also may have other rights which vary from state to state. This Warranty is governed by the laws of the State of Michigan, without regard to rules pertaining to conflicts of law. The state courts located in Oakland County, Michigan shall have exclusive jurisdiction for any disputes relating to this Warranty.