



SUPERWINCH® Limited Lifetime Warranty

TALON™, TERRA™, S WINCH , (“Products”)

WARRANTY: LIMITED LIFETIME FOR MECHANICAL COMPONENTS; LIMITED THREE (3) YEARS FOR ELECTRICAL COMPONENTS

Superwinch, LLC (“Seller” or “Superwinch®”) warrants to the original retail buyer only (“Buyer”) that the mechanical components of SUPERWINCH® (“Products”) shall be free from defects in materials and workmanship from the provable date of purchase of the new Product for the lifetime of the winch and the electrical components shall be free from defects in materials and workmanship for three (3) years from the provable date of purchase. Any Product that Superwinch® determines to be defective will be repaired or replaced at Superwinch’s® sole discretion without charge to Buyer upon Buyer’s compliance with these procedures. Seller or its Authorized Agent may make reasonable charges for parts and labor for repairs not covered by this Limited Warranty. The warranties set forth herein are exclusive and in lieu of all other warranties, whether oral or written, expressed or implied.

LIMITED WARRANTY PROCEDURE

When contacting Seller, Buyer shall mail, ship or otherwise deliver to Seller at the address noted below or to a Factory Authorized Service Center: (1) the Product; (2) a written description of the problem; (3) Buyer’s name, address and telephone number; and (4) a copy of the original sales receipt. Mail, ship or otherwise deliver the Product, required information and copies to Seller, postage or shipping prepaid.

LIMITATIONS AND EXCLUSIONS

Repair and/or replacement of the Product is the sole and exclusive remedy for Buyer. This warranty does not apply to defects in any Product caused by: (1) normal wear and tear; (2) failure to comply with any installation, operation or maintenance instructions provided by Superwinch® including but not limited to subjecting the Product to loads in excess of the load listed in the Owner’s Manual or instructions for the particular Product and model number; (3) commercial or industrial use; (4) alteration or modification by parties other than Superwinch®; (5) misuse, abuse, neglect, accident, Acts of God or terrorism; or (6) other causes beyond the control of Superwinch® after delivery of the Product by Superwinch® to its authorized distributor. If any model or sample was shown to Buyer, such model or sample was used for illustrative purposes only and shall not be construed as a warranty that the Product shall conform to the sample or model.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FOLLOWING ARE HEREBY EXCLUDED AND DISCLAIMED:

- (1) All warranties with respect to the wire and synthetic rope, whether sold alone, with or used in or incorporated in any Product.
- (2) All warranties with respect to the Product’s finish.
- (3) All warranties of fitness for a particular purpose.
- (4) All warranties of merchantability.
- (5) All claims for consequential or incidental damages, including damage caused by or during the removal or reinstallation of the Product. Some states or jurisdictions do not allow limitations or exclusions in consumer transactions, and these limitations or exclusions may not apply to Buyer. The warranty gives Buyer of specific legal rights and there may be others. If a warranty is deemed to apply to this Product, it shall be limited for a period stated above from the provable date purchase of the new Product. NO agent, dealer, distributor or employee of Seller is authorized to make modifications to this warranty, and no such statements, whether oral or written, shall be binding on the Seller.