

# CERTIFICATE OF LIMITED WARRANTY- HEADACHE RACK SYSTEM

## **TRANSFER FLOW, INC**

### Headache Rack Systems

#### **1. Three Year/Unlimited Mile Warranty**

TRANSFER FLOW, INC. ("TFI") headache rack systems and parts are - EXCEPT AS NOTED IN PARAGRAPHS 2, 3, AND 4 BELOW - covered by a three year unlimited mile warranty against defects in material and workmanship. This warranty is in effect in the United States and Canada from the date the unit is purchased by the Original Purchaser ("Original Purchaser" shall mean the person who purchases for his own use).

#### **2. Specific Parts Warranty**

Specific parts purchased from TFI are warranted against defects in material and workmanship as follows:

- The Transfer Flow, Inc. headache rack is intended for aesthetic purposes only and not intended or warranted to carry loads or protect vehicle occupants from shifting loads and/or vehicle roll-over.
- Powder coated finishes are not warranted from cosmetic damage caused by foreign objects, carried loads or other contact.

#### **3. Exclusions And Limitations**

THE TFI WARRANTY, DESCRIBED IN PARAGRAPHS 1 AND 2 ABOVE, IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS:

- The rights of the Original Purchaser under the TFI warranty are LIMITED to return of the goods and repair or replacement of nonconforming goods.
- THIS WARRANTY DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO: LOSS OF USE OF THE WARRANTED PRODUCT, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION EXPENSES, TOWING, EXPENSES FOR TRAVEL, LODGING, TELEPHONE AND GASOLINE, LOSS OR DAMAGE TO PERSONAL PROPERTY OR LOSS OF REVENUE. NOTE: 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.
- Warranties will only cover products on which the identification label is affixed; if the label has been removed or defaced, the warranty is no longer valid.
- THE WARRANTY PROVIDED IN PARAGRAPHS 1 AND 2 ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES (EXPRESS, IMPLIED, OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT IMPLIED WARRANTIES MAY NOT BE EXCLUDED, THE TERM OF ANY IMPLIED WARRANTY SHALL NOT EXCEED THE TERM OF THE APPLICABLE EXPRESS WARRANTY PROVIDED IN PARAGRAPHS 1 AND 2 ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- The warranty will not apply when product failure is caused by conditions beyond the control of TFI, such as:
  1. Malfunction due to incorrectly ordered product
  2. Damage from misuse, improper use, negligence, or failure to provide reasonable and necessary maintenance

3. Damage caused by improper installation or not following installation instructions.
  4. Damaged caused in shipment or improper handling
  5. Damage caused by loading, hauling or contact with other objects or materials
  6. Product modification or alteration
- Any action against TFI for breach of the warranty must be commenced within one (1) year after the cause of action has accrued.
  - Any action against TFI for breach of the warranty must be commenced in the Superior Court of Butte County, State of California.

#### **4. Warranty Claim Procedures**

- If you have difficulty with your headache rack system, consult the dealer where the unit was originally purchased. Your dealer may then contact TFI and request assistance, if required. TFI will require model, part and serial numbers, proof of purchase, and date of installation. TFI reserves the right to examine the claimed defect in the field or upon return of the rack or component to TFI's facility with all shipping charges being prepaid. If a part is defective and must be replaced, TFI will provide a Returned Merchandise Authorization ("RMA") number, authorization, and instructions for replacement or further handling.
- No payment will be made for parts purchased or repaired in the field without prior authorization by TFI.
- TFI will pay its established warranty labor rates to service points or service dealers who have Fuel Tank Installer Agreements with TFI.
- If an item is shipped as a replacement for a defective part, a charge will be made for this part. Credit will be considered upon return of the defective item. ALL RETURNED ITEMS MUST BE IDENTIFIED WITH THE RMA NUMBER AND RETURNED WITHIN 30 DAYS OF OPENING THE CLAIM.

#### **5. Federal Regulatory Provisions**

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State, and in accordance with specific federal regulations. TFI does not authorize any person to create for TFI any other obligation or liability in connection with TFI headache rack systems. If TFI fails to successfully perform its obligation under this warranty, the Original Purchaser has available the remedies provided by the Magnuson-Moss Warranty Act (P.L. 93-637) and any applicable state law.