

## FIXED EKOSTINGER SYSTEM LIMITED WARRANTY

EKOSTINGER Inc. ("EKOSTINGER") warrants to the purchaser ("Customer") that its aerodynamic device ("Product") and associated brackets ("Brackets") and hardware ("Hardware") shall be free from defects in materials and workmanship for the following Warranty Period:

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1. **Eight (8) years** from the date of purchase for the Product and for the Product's Brackets and Hardware

The Warranty Period is subject to the conditions, limitations, and exclusions set forth in this below.

**Remedies.** If EKOSTINGER determines that, due to a defect in materials or workmanship, the Product and/or Brackets and/or Hardware have malfunctioned, the Customer's sole remedy and EKOSTINGER's sole liability shall be, at EKOSTINGER's option, to either repair or replace the malfunctioning Product and/or Brackets and/or Hardware with a similar product at no charge or to reimburse the purchase payment times the percentage of the duration left on the Warranty Period. EKOSTINGER shall have the sole right to determine whether a defect in materials or workmanship has occurred. In order to be eligible for this limited remedy, the Customer must:

1. Deliver a written claim to EKOSTINGER with sufficient detail and evidence within **fifteen (15) days** of the discovery of the defect,
2. Return the malfunctioning Product and/or Brackets and/or Hardware with proof of purchase within the applicable Warranty Period to EKOSTINGER, and
3. Bear the costs of packaging, shipping, labor, insurance, and taxes for the repair or replacement.

**Warranty of Replacement Product, Brackets, and Hardware.** A replacement assumes the remaining Warranty Period of the original product.

**Warranty not Assignable.** This Limited Warranty shall only be available to the trailer the product is originally installed upon and not to any subsequent owner of the Product, Brackets, or Hardware.

**Used Products.** All used products are sold "as is" without any warranty whatsoever, and the Customer accepts all risks and perils regarding such used products.

**Exclusions.** This Limited Warranty is void and EKOSTINGER shall not be liable if

1. EKOSTINGER determines that the Product, Brackets, and/or Hardware have been serviced by anyone other than an EKOSTINGER certified installer;
2. The Product, Brackets, and/or Hardware are damaged, in EKOSTINGER's opinion, as a result of an external collision or the occurrence of an accident, improper use or misuse, misapplication, abusive operation, insufficient care, negligence, lack of proper upkeep, use of improper tools or substances on the components, modifications made to the Product, Brackets, and/or Hardware without the authorization of EKOSTINGER; and/or
3. The Product, Brackets, and/or Hardware were used outside the parameters of the EKOSTINGER's manual or instructions.

**THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OTHER THAN THOSE STATED IN THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE. THE REMEDY SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCT. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE PRODUCT OR EXTEND OR ENLARGE THE LIMITED WARRANTY CONTAINED HEREIN.**

**WITH THE LIMITED EXCEPTION OF THE REMEDIES PROVIDED FOR ABOVE, UNDER NO CIRCUMSTANCES WILL EKOSTINGER BE LIABLE FOR ANY INJURIES, LOSSES, OR DAMAGES, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (EVEN IF EKOSTINGER IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES). DAMAGES FOR WHICH EKOSTINGER SHALL NOT BE LIABLE INCLUDE, BUT ARE NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OF DATA WHETHER BASED UPON ANY ALLEGED BREACH OF WARRANTY, REPRESENTATION OR CONDITION, CONTRACT, OR ANY OTHER CONDUCT INCLUDING NEGLIGENCE (INTENTIONAL OR OTHERWISE), GIVING RISE TO SUCH CLAIM. EKOSTINGER SHALL NOT BE LIABLE FOR ANY CLAIMS MADE BY A THIRD PARTY OR MADE BY CUSTOMER FOR A THIRD PARTY. THIS LIMITED WARRANTY IS NOT TRANSFERABLE. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST EKOSTINGER MORE THAN ONE YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION.**