Time Tested **ROADMASTER** Time Proven

ROADMASTER, Inc. 6110 NE 127th Ave. Vancouver, WA 98682 800-669-9690 Fax: 360-735-9300 www.roadmasterinc.com

# LIMITED LIFETIME WARRANTY EFFECTIVE JUNE 1, 2019

Roadmaster, Inc. ("Roadmaster") products are covered by a Limited Lifetime Warranty, and certain Covered Products may also be covered by a limited Extended Warranty, as such capitalized terms are defined and subject to the limitations below. The Limited Lifetime Warranty and any applicable Extended Warranty are collectively referred to as the "Limited Warranty".

The Limited Warranty only applies to the original retail purchaser who is a consumer of the product (the "Customer") and is not transferable. In addition, the Limited Warranty only applies to products purchased from a dealer that was an Authorized Dealer at the time of purchase. An "Authorized Dealer" means (a) a registered dealer listed at roadmasterinc.com/dealers, or (b) a dealer not listed on the unauthorized reseller list available at roadmasterinc.com/unauthorized. If the Customer is unsure whether the dealer was an Authorized Dealer at the time of purchase, or has any other questions, the Customer should call Roadmaster at (800) 669-9690.

As a condition of servicing a product under the Limited Warranty, any claim must be made within 30 days of discovery of the claim by the Customer and must be returned according to the Roadmaster Return Policy, available at roadmasterinc.com/returnpolicy.

## 1. Limited Lifetime Warranty

Roadmaster warrants, for as long as the Customer owns the product, that at the time the product is purchased it is free from defects in materials or manufacturing and conforms to Roadmaster's specifications for the product, provided that such product is installed and maintained in accordance with Roadmaster's instructions and is not subjected to any Excluded Activity (the "Limited Lifetime Warranty").

"Excluded Activity" means any of the following: (a) alteration or repairs by anyone other than Roadmaster, (b) misuse, abuse, or improper maintenance, (c) commercial use, (d) Acts of God (including without limitation hurricanes, tornadoes, floods, or other severe weather or natural phenomena), (e) failures due to products, services, or equipment supplied by anyone other than Roadmaster, and (f) any other treatments, uses, or installations for which the product was not intended.

## 2. Two-Year Conditional Extended Warranty

In addition to the Limited Lifetime Warranty, Roadmaster warrants, for each Covered Product purchased on or after the Product Effective Date set forth below and for which Roadmaster receives from the Customer an accurately completed registration card within sixty (60) days of the purchase date by the Customer, that for a period of two years from the date of purchase that such Covered Product will remain in good working order provided that it is installed and maintained in accordance with Roadmaster's instructions and is not subjected to any Excluded Activity (the "Extended Warranty").

The registration card may also be completed through an online registration card available at roadmasterinc.com/warranty within thirty (30) days of the purchase date by Customer.

If Roadmaster repairs or replaces the Covered Product, the Extended Warranty continues for the remaining portion the Extended Warranty Period or 60 days from the date Roadmaster ships the repaired or replaced product to Customer, whichever is greater.

## 3. Disclaimer of Other Warranties

THE LIMITED WARRANTY IS THE EXCLUSIVE AND SOLE EXPRESS WARRANTY GIVEN BY ROADMASTER, AND SU-PERSEDES ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. NO AGENT, REPRESENTATIVE, DEALER, OR EMPLOYEE HAS THE AUTHORITY TO ALTER OR INCREASE THE OBLIGATIONS OR LIMITATIONS OF ANY WARRANTY OFFERED BY ROADMASTER.

ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THIRTY DAYS, OR THE END OF THE EXTENDED WARRANTY, WHICHEVER IS LONGER.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## 4. Incidental and Consequential Damages Disclaimer.

IN NO EVENT SHALL ROADMASTER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAM-AGES, WHETHER RESULTING FROM DEFECTS IN THE PRODUCT, NONDELIVERED OR DELAYED DELIVERY OF RE-PAIRED OR REPLACED PRODUCTS, OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

### 5. Returning Products

For the Limited Warranty to apply, Customer must return the product according to the Roadmaster Return Policy (available at roadmasterinc.com/returnpolicy).

The Roadmaster Return Policy will require the customer to obtain a return authorization number within thirty (30) days of discovering the claim. Upon issuing the return authorization number, Roadmaster will authorize the customer to ship the product to a return location Roadmaster designates, either directly to Roadmaster or to a service center authorized by Roadmaster. The returned product must include the return authorization number and a copy of the original invoice, bill, or other proof of the original date of purchase. For service under the Extended Warranty, the date of purchase must coincide with the originally filed registration card or electronic registration card. Customer is solely responsible for getting the product to such designated return location, including all risk of damage and loss and all costs of shipping, freight, taxes, or other incidental charges related to delivery. Please refer to the Roadmaster Return Policy for all details and requirements.

## 6. Exclusive Remedy Under the Limited Warranty.

After verifying coverage of the product under the Limited Warranty, Roadmaster will provide one of the following remedies at Roadmaster's sole option: (1) replacement components for any nonconforming or defective product, or (2) a refund of a percentage of the purchase price for the nonconforming product equal to the percentage of the time remaining on the Extended Warranty as of the date Roadmaster is notified of the nonconformity.

Roadmaster may, at its sole option, use new and/or reconditioned parts in servicing products under the Limited Warranty. Roadmaster may also use parts or products of original or improved design. All replaced products and all parts removed from repaired products become the property of Roadmaster. The Limited Warranty does not cover, and Roadmaster will not be liable for, the cost of labor for removal or reinstallation of components, disposal, shipping, freight, taxes, or other incidental charges.

The above remedies are the sole and exclusive remedies for any breach of warranty.

#### 7. Applicable Law

The Limited Warranty will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Oregon, without reference to its choice of law rules. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Limited Warranty. The Limited Warranty gives you specific legal rights, and you may have other rights which vary from State to State.

#### 8. Severability

If any provision of this Limited Warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect. Invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Limited Warranty.

#### 9. Address for Notices to Roadmaster

Any notices should be directed to:

Roadmaster, Inc. 6110 NE 127<sup>th</sup> Ave Vancouver, WA 98682

#### 10. Covered Products

The following Products are Covered Products with a Product Effective Date of June 1, 2019: Tow Bars, Baseplates, Supplemental Braking Systems, Sway Bars, Steering Stabilizers, Safety Cables, Wiring Kits, Braking Accessories, Towing Accessories, Tow Dollies, Rock Shields, Cleaners & Sealants, Hitch Products, Hitch Accessories, Tire Carriers, Fifth Wheel Hitches, Shock Systems, and Slipper Spring Systems.