## PRAIRIE VIEW INDUSTRIES, INC. LIMITED WARRANTY

## 1. LIMITED LIFETIME WARRANTY—THE FOLLOWING APPLIES TO ALL END PURCHASERS OTHER THAN RESIDENTS OF THE STATE OF CALIFORNIA\*:

PRAIRIE VIEW INDUSTRIES, INC. warrants to the original end purchaser of the product that the product is free from defects in material and workmanship under normal use and service. This warranty does not apply to any product that has been subject to misuse, abuse, neglect, alteration, accident, usage not in accordance with product instructions, acts of God, or improper installation, or that has been used for rental purposes or repaired by someone other than PRAIRIE VIEW INDUSTRIES, INC. This warranty does not cover normal deterioration of the product due to wear and exposure.

\*(FIVE YEAR WARRANTY—THE FOLLOWING APPLIES TO RESIDENTS OF THE STATE OF CALIFORNIA: For a period of five years after the purchase of the product by the original end purchaser of the product, PRAIRIE VIEW INDUSTRIES, INC. warrants to the original end purchaser of the product that the product is free from defects in material and workmanship under normal use and service. This warranty does not apply to any product that has been subject to misuse, abuse, neglect, alteration, accident, usage not in accordance with product instructions, acts of God, or improper installation, or that has been used for rental purposes or repaired by someone other than PRAIRIE VIEW INDUSTRIES, INC. This warranty does not cover normal deterioration of the product due to wear and exposure.)

- 2. This warranty is limited to repairing or replacing, at the option of PRAIRIE VIEW INDUSTRIES, INC., any product that is returned to PRAIRIE VIEW INDUSTRIES, INC. and is reasonably determined by PRAIRIE VIEW INDUSTRIES, INC. to be defective. The repair or replacement of a defective product under this warranty will be made by PRAIRIE VIEW INDUSTRIES, INC. without charge for parts or labor. This excludes shipping or delivery charges to and from PRAIRIE VIEW INDUSTRIES, INC.'s place of business. If the product has been discontinued, PRAIRIE VIEW INDUSTRIES, INC. may replace the product with a new product of comparable value and function. PRAIRIE VIEW INDUSTRIES, INC. also reserves the right to refund the purchase price as its exclusive warranty remedy.
- 3. Any claim alleging that the product fails to conform to this warranty may be made only by the original end purchaser and only while such purchaser owns the product. A defective product that is covered by this warranty must be returned, at the purchaser's expense, along with proof of date of original purchase (such as receipt, check or other document PRAIRIE VIEW INDUSTRIES, INC. deems acceptable that shows the date of purchase and the identity of the product and purchaser), along with a description of the alleged defect, to PRAIRIE VIEW INDUSTRIES, INC., 2620 Industrial Drive, Fairbury, Nebraska 68352.
- 4. EXCEPT AS SET FORTH HEREIN, PRAIRIE VIEW INDUSTRIES, INC. MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND PRAIRIE VIEW INDUSTRIES, INC. DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES, OR ANY WARRANTIES OR INDEMNITIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL PRAIRIE VIEW INDUSTRIES, INC. BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR ANY LIABILITY IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT.

- 5. Before using the product, the purchaser must first determine the suitability of the product for its intended use, and the purchaser assumes all risk and liability whatsoever in connection therewith.
- 6. No person, agent, distributor, dealer or company is authorized to change, amend or modify the terms of this warranty.
- 7. This warranty gives the purchaser specific legal rights, and the purchaser may also have other rights that vary from state to state.
- 8. The purchaser may not assign the purchaser's rights or obligations under this warranty without the prior written consent of PRAIRIE VIEW INDUSTRIES, INC.