LIMITED WARRANTY

THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER ACQUIRING THE RECREATIONAL VEHICLE CHASSIS DIRECTLY FROM A LIPPERT COMPONENTS FACILITY AND SHALL NOT BE CONSTRUED TO EXTEND TO ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO THE ULTIMATE PURCHASER OF THE END PRODUCT. THIS WARRANTY SUPERCEDES ANY AND ALL PRIOR WARRANTIES.

LIPPERT COMPONENTS warrants it's recreational vehicle chassis ("Product") against defects in materials and workmanship for a period of twenty-four (24) months from the date of purchase to the original Purchaser acquiring the Product directly from a LIPPERT COMPONENTS facility ("Purchaser"), as follows:

This warranty does not apply to any fifth-wheel pinbox (hauling attachment), slide-out system, utility trailer, car hauler or any other product except as specifically stated herein.

If a LIPPERT COMPONENTS Product is inspected by an authorized LIPPERT COMPONENTS representative and is determined to be defective in materials and workmanship within the aforementioned time period, LIPPERT COMPONENTS will, in its sole and absolute discretion, do one of the following:

- Repair or replace without charge FOB it's factory;
- Send a service team to the current location of the Product to repair or replace it on site; or
- Allow credit for the Product.

All warranty claims MUST involve an inspection of the Product and be approved by an authorized LIPPERT COMPONENTS representative, and all repair procedures must be pre-approved by LIPPERT COMPONENTS before any repair work can begin. There are no exceptions to this procedure, so please contact your LIPPERT COMPONENTS division immediately before attempting any repairs or modifications on your LIPPERT COMPONENTS Product. No claim for Products alleged to be defective will be allowed until LIPPERT COMPONENTS has had a reasonable opportunity to investigate each claim.

This warranty does not cover customer instruction, installation or set up adjustments. Unless otherwise indicated by tangible evidence, LIPPERT COMPONENTS relies upon the design specifications provided by the engineering or other professionals of those that purchase its Products. Because the actual home structure is installed on the Product after the Product leaves the possession and control of LIPPERT COMPONENTS, LIPPERT COMPONENTS relies upon the specifications provided to specify a chassis of sufficient strength and durability to support the structure the Purchaser intends to place upon the Product.

This warranty does not cover abuse, misuse or neglect which includes, but is not limited to, improper usage, overloading, accident related damage, improper loading or incorrect weight bias loading, damage resulting from improper operation or maintenance, connection to improper towing unit or attempted repair by anyone other than an authorized representative of LIPPERT COMPONENTS. This warranty does not cover cosmetic damage, damage due to acts of God, commercial use or modification of the Product, or Products sold AS IS or WITH ALL FAULTS. This warranty is valid only in the United States and Canada.

TO THE GREATEST EXTEND PERMITTED BY LAW, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. REPAIR, REPLACEMENT OR CREDIT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE PURCHASER. IN NO EVENT WILL LIPPERT COMPONENTS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Items Excluded From Warranty: NO WARRANTY

Due to the intended use of LIPPERT COMPONENTS' Product, to the greatest extent permitted by law, the following items and components carry **NO WARRANTY WHATSOEVER** regardless of circumstance and are **SOLD AS IS**. Inspection by the Purchaser is your only protection on these items and LIPPERT COMPONENTS cannot and will not be held liable for any defects, whether due to workmanship, materials or any other reason whatsoever. Non-warranty items include (whether new or used) axles and axle assemblies (including but not limited to spindle subassemblies), brake assemblies, wheels, tires, paint, lug nuts, manifolds and related components (the pipe structure in place to carry fuel to any appliances or other items), and other consumables (such as screws and bolts).

Claims – LIPPERT COMPONENTS will not consider any claims for material that is not in the original form. All claims are barred unless reported in writing by Purchaser to LIPPERT COMPONENTS, at the following address, with full particulars, promptly after the damage was or reasonably should have been discovered and full facilities are offered LIPPERT COMPONENTS for inspection and investigation:

LIPPERT COMPONENTS Attn: Warranty Dept. 2375 Tamiami Trail North, Suite 110 Naples, Florida 34103

This warranty is invalid if factory applied identification criteria have been altered or removed from the Product.

Work performed by others must have the prior authorization of LIPPERT COMPONENTS to be honored.

Third-Party Events – In the event of any accident, injury to person, damage to property, loss or other occurrence involving a LIPPERT COMPONENTS Product, Purchaser shall notify LIPPERT COMPONENTS of such event within thirty (30) days of the event or within ten (10) days of notification to Purchaser, whichever is earlier. Notwithstanding the foregoing, Purchaser shall notify LIPPERT COMPONENTS **immediately** upon learning that a survey, test or inspection is to be made with respect to the LIPPERT COMPONENTS Product and provide LIPPERT COMPONENTS with the opportunity to participate in any such survey, test or inspection, or to permit LIPPERT COMPONENTS to conduct its own survey, test or inspection. Failure to comply with each of the foregoing shall bar any claim by the Purchaser against LIPPERT COMPONENTS concerning any such event and shall require Purchaser to defend, indemnify and hold LIPPERT COMPONENTS harmless from all claims asserted against LIPPERT COMPONENTS concerning any liability of LIPPERT COMPONENTS arising out of such event.

Waiver by LIPPERT COMPONENTS of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of LIPPERT COMPONENTS to exercise thereafter any right or remedy.

Severability – Any legally or otherwise invalid provision hereof shall be considered severable.

Any conditions or exceptions which may be stated in any communication or document received by LIPPERT COMPONENTS from any entity or individual, including but not limited to the Purchaser, shall be of no effect unless specifically agreed to in writing by LIPPERT COMPONENTS.

The current warranties and terms outlined on LIPPERT COMPONENTS' website (<u>www.lippertcomponents.com</u>) on the date of purchase shall take precedence over any other warranties whether verbal or written. LIPPERT COMPONENTS reserves the right to alter its warranties from time to time, as the laws and industry change.

Any controversy or claim arising out of or in relation to this warranty shall be determined by binding arbitration in Naples, Florida (Collier County) in accordance with the commercial Arbitration Rules of the American Arbitration Association. PURCHASE OF THE PRODUCT CONSTITUTES PURCHASER'S AGREEMENT TO THIS PROVISION.