

## **Vogtland North America Limited Warranty**

Limited Warranty. Vogtland North America warrants its line of performance springs to the original retail purchaser (also referred to as "consumer" herein) for a period of 10 years commencing at time of retail purchase. Suspension products (shock absorbers) will carry a 2 (two) year warranty This Limited Warranty cannot be transferred to another individual or entity and is limited to protection against material defects or workmanship when the product(s) is/are appropriately installed by a qualified and licensed automotive mechanic trained in suspension component installation and repair in a normal passenger vehicle application for which the product is intended by Vogtland North America to be used. Associated ancillary components such as brackets, hardware, bushing / Noise Vibration Harshness isolation products are limited to and covered under a 12 month warranty for material defects and workmanship for a period of 12 months commencing at the time of purchase.

Warranty Exclusions. By way of illustration and not limitation, items not covered under the terms of the above-described Limited Life Time Warranty include cosmetic finish on coated surfaces and paint / coating retention; any product(s) which have not been installed by a qualified and/or licensed automotive mechanic / technician trained in suspension component installation and repair; any product which has been abused, altered, modified, or installed in an application for which the product was not intended and/or designed by Vogtland North America, Inc; and/or any product which has been subjected to an accident or collision. All warranties are null and void if the product(s) has been used in an off-road activity (i.e. high speed driving event, racing, rallying etc.).

Entire Limited Warranty Set Forth Herein. This Limited Warranty sets forth Vogtland North America's entire and only Limited Warranty and may not be modified or supplemented by any other person or company whether in writing or in oral statements. Any description of the product(s) made in connection with this warranty is for the sole purpose of identifying them, is not part of the basis of the bargain, and does not constitute a warranty that the product(s) will conform to that description. The use of any sample or model in connection with this warranty or the sales of any product(s) is for illustrative purposes only and is not to be construed as a warranty that the goods will conform to sample or model. The oral statements of any salesperson do not constitute part of this warranty at all and shall not be relied upon by the consumer.

DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES. VOGTLAND NORTH AMERICA MAKES NO WARRANTIES EXPRESSED OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE) EXCEPT FOR THOSE WARRANTIES EXPRESSLY MADE HEREIN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ANY IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE) ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. ANY DAMAGES FOR BREACH OF THIS LIMITED WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT, AND VOGTLAND NORTH AMERICA SHALL NOT BE LIABLE FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES IN ANY CASE, TO THE FULLEST EXTENT ALLOWED BY LAW. THE ABOVE LIMITATIONS OR EXCLUSIONS APPLY TO THE CONSUMER OF THIS PRODUCT TO THE FULLEST EXTENT ALLOWED BY LAW. THIS WARRANTY PROVIDES THE CONSUMER SPECIFIC LEGAL RIGHTS, AND THE CONSUMER MAY HAVE OTHER LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE.

<u>Forum for Disputes</u>. Any lawsuit or other legal action alleging breach of this Limited Warranty or otherwise commenced to enforce Vogtland North America's obligations under the terms of this Limited Warranty shall be brought only in the courts of Riverside County, California.

<u>Changes in Design, Materials, and Specifications.</u> Vogtland North America reserves the right to make changes in design, materials, and specifications as deemed necessary without prior notice. The design of the product maybe changed or altered at Vogtland North America's discretion without assuming any obligation to modify any product(s) previously manufactured. A product(s) may also be discontinued at Vogtland North America's discretion without assuming any obligation to replace parts under said warranty.

<u>Submission of Limited Warranty Claims</u>. Claim procedure under the warranty requires that the consumer contact the merchant where the product(s) was originally purchased.