

# LIMITED WARRANTY

## SUMMARY OF WARRANTY

Axis Products, Inc. ("Company") extends to the original retail Purchaser a limited warranty on the axle assembly against defects in material or workmanship for a period of one (1) year from the date of purchase

### COMPANY'S OBLIGATION

If the axle assembly is found to be defective during the first year after the date of purchase, the Company will remedy the defect at its expense within a reasonable time after receipt of written notice, by either repair or replacement. Any replacement parts will be sent to purchaser with transportation charges prepaid by Company. Purchaser must pay for any charges for the installation of the replacement axle assembly. Repairs shall be performed by Company or service persons approved by Company. Approval to perform warranty service may be obtained by contacting Company at the address set forth herein. All costs incurred by Purchaser in transporting the axle unit for warranty repairs or service shall be paid by Purchaser. If Purchaser has a defective axle repaired by an unauthorized service person and said repairs are covered by this Warranty, Company shall be liable only for the costs of those repairs up to the amount that Company would have incurred if Company or an approved service person had made the repairs.

Warranty performance will commence within thirty (30) days of Company's receipt of written notice of the defect and will be completed within a reasonable time, subject to availability of parts and scheduling.

### ITEMS EXCLUDED FROM WARRANTY

This Warranty covers only the axle assembly manufactured by Company. This Warranty does not extend to:

1. The connecting of brake wiring to the trailer wiring or trailer wiring to the towing vehicle wiring.
2. Attachment of running gear to the frame.
3. Hub imbalance, or any damage caused thereby.
4. All parts including brakes, not manufactured by Company.
5. Normal use, wear and tear and exposure to the elements.
6. Any damage caused by or related to alteration of the axle.
7. Mounting of the axle assembly.
8. Claims relating to routine maintenance or unauthorized repairs.
9. Use of axle assembly on unit other than that to which it was originally mounted.

### EVENTS DISCHARGING COMPANY FROM OBLIGATION UNDER WARRANTY

This Warranty does not cover defects caused by:

1. Improper installation.
2. Damage (not resulting from defect or malfunction) while in the Purchaser's possession.
3. Unreasonable use (including failure to provide reasonable and necessary maintenance).
4. Failure to have bearings inspected and repacked at reasonable intervals depending upon use.
5. Axles manufactured without spring seats welded in place, or welded in place with excessive overhang.
6. Improper wheel nut torque.

### PURCHASER'S OBLIGATION

Purchaser shall give written notice to Company at the address set forth herein within a reasonable time after discovery of the defect and in no event later than thirty (30) days after the expiration of the one (1) year warranty period. The written notice should contain the following information.

1. Name and mailing address of purchaser.
2. Proof of date of purchase.
3. Name of manufacture of unit under which axle is mounted.
4. Model, year and serial number of unit.
5. Name and address of dealer from whom unit was purchased.
6. Serial number of axle.
7. Description of the defect.

No action to enforce this Warranty shall be commenced later than three (3) months after the expiration of warranty period.

### DISCLAIMER OF CONSEQUENTIAL OR INCIDENTAL DAMAGES

Repair or replacement under this Warranty is the exclusive remedy of the purchaser. THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE AXLE ASSEMBLY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES

THE COMPANY EXPRESSLY LIMITS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER IMPLIED WARRANTIES TO THE WARRANTY PERIOD OF ONE (1) YEAR. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD. There is no warranty of any nature by us beyond that contained in this warranty. No person has authority to enlarge, amend, or modify this warranty. Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. All inquiries regarding this Warranty should be sent to:

AXIS PRODUCTS, INC.

P.O. Box 1083

Elkhart, Indiana 46515 11/1/97