



LIMITED THREE YEAR WARRANTY

- 1. Limited Warranty (“Warranty”).** Horizon Global Americas Inc. (“We” or “Us”) warrants to the original consumer purchaser only (“You” or “Your”) that the product will be free from material defects in both material and workmanship for a period of three years, ordinary wear and tear excepted. The Warranty is valid only if (a) the products are returned to Us for inspection and testing; (b) Our inspection discloses to Our satisfaction that any alleged nonconformance are material and have not been caused by misuse, neglect, wear and tear, improper installation, unsuitable storage, improper repair, alteration, or accident; and (c) the products were installed, maintained and used in accordance with Our instructions. THE WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (OTHER THAN THE WARRANTY OF TITLE AS PROVIDED BY THE UNIFORM COMMERCIAL CODE IN EFFECT IN MICHIGAN), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.
- 2. Obligations of Purchaser.** Any returned product that is replaced by Us becomes our property. You will be responsible for return shipping costs. Please retain your purchase receipt to verify date of purchase and that You are the original consumer purchaser. The product and the purchase receipt must be provided to Us in order to process Your Warranty claim.
- 3. Remedy Limits.** Product replacement is Your sole and exclusive remedy under this Warranty. We shall not be liable for service or labor charges incurred in removing or replacing a product. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 4. Assumption of Risk.** You acknowledge and agree that any use of the product for any purpose other than the specified use(s) stated in the product instructions is at Your own risk.
- 5. Governing Law.** This Warranty gives You specific legal rights, and You also may have other rights which vary from state to state. This Warranty is governed by the laws of the State of Michigan, without regard to rules pertaining to conflicts of law. The state courts located in Oakland County, Michigan shall have exclusive jurisdiction for any disputes relating to this Warranty.