LUVERNE LIMITED WARRANTY

LUVERNE TRUCK EQUIPMENT ("LUVERNE") provides limited warranty coverage against defects in factory workmanship and materials for LUVERNE® products ("Products") sold by authorized LUVERNE dealers for use by retail (end use) consumers. Because LUVERNE cannot control the quality of Products sold by unauthorized sellers, this Limited Warranty applies only to Products that were purchased from LUVERNE or a LUVERNE authorized dealer. LUVERNE reserves the right to reject warranty claims from purchasers for Products purchased from unauthorized sellers, including unauthorized internet sites. This Limited Warranty is provided only to the original Product consumer, and applies only to the original installation. This Limited Warranty is not transferable, except, for consumers in Canada, where prohibited by applicable law (which may include the Province of Quebec), and does not extend or apply to anyone else. For consumers in the U.S.: this Limited Warranty gives you specific legal rights; you also may have other rights, which vary from State to State.

This Limited Warranty is the sole and exclusive warranty provided by LUVERNE, and all other warranties and conditions are excluded and disclaimed. UNDER THE LAW OF CERTAIN STATES OR JURISDICTIONS. THERE MAY BE NO IMPLIED **CONDITIONS OR WARRANTIES FROM LUVERNE** APPLICABLE TO YOUR PRODUCT, AND ALL IMPLIED **CONDITIONS OR WARRANTIES (INCLUDING ANY** WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED WHERE ALLOWED BY LAW. If implied warranties are imposed under any applicable state or other jurisdiction's law (which may include the Province of Quebec), all such implied warranties are limited to the duration of the applicable provisions of this Limited Warranty. Some states or jurisdictions (which may include the Province of Quebec) do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

COVERED PRODUCTS AND LIMITATIONS

LUVERNE provides the following Limited Warranty coverage:

Product	& Materials	& Parts	&Coatings
All polished stainless steel products	Limited lifetime	One-year	Limited lifetime
All powder coat over stainless steel products	Limited lifetime	One-year	Five-year
All powder coat over carbon steel	Limited lifetime	One-year	Three-year
All powder coat over aluminum	Limited lifetime	One-year	Five-year
All aluminum	Limited lifetime	One-year	Five-year
All chrome-plated over carbon steel	Limited lifetime	One-year	One-year
Other accessories	Limited lifetime	One-year	One-year

Each of the warranty coverage periods runs from the date of purchase of the Product (proof of purchase is required) and applies only to warranted defects that first occur and are reported to LUVERNE within the applicable warranty period. LUVERNE **retains the right to** examine the Products and investigate whether any claimed defect is covered by this Limited Warranty.

Certain items are excluded from Limited Warranty coverage by LUVERNE, and this **Limited Warranty coverage does not apply to:**

- Wear and tear from normal use, including damage from road debris
- Improper product selection, application, installation or maintenance
- Modifications, including the attachment of other hardware or components
- Misuse, abuse, overloading, improper trailering or hauling, accident
- Corrosion or damage due to environmental conditions

REMEDIES UNDER THIS LIMITED WARRANTY

If a defect covered by this warranty occurs, LUVERNE will repair or replace the Product in its sole discretion. LUVERNE reserves the right to refund the purchase price of the Product in the event LUVERNE is unable to provide a replacement and repair is not commercially practicable or cannot be timely made. This "repair, replacement or refund" remedy is the sole and exclusive remedy under this Limited Warranty. LUVERNE has no responsibility or liability for any incidental or consequential damages, such as loss of use of vehicles or trailers, towing charges, storage charges, labor and service charges for removing or reinstalling Products, loss of or damage to personal property, or interest or finance charges, all of which are specifically excluded and disclaimed from this Limited Warranty. Some states or other jurisdictions (which may include the Province of Quebec) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

RESPONSIBILITY OF PURCHASER

The Purchaser must have proof of purchase to obtain service under this Limited Warranty. Contact LUVERNE for a Returned Goods Authorization (RGA) and return instructions; LUVERNE will not accept Products unless an RGA has been issued. The Purchaser must deliver the Product to LUVERNE or an authorized LUVERNE dealer along with the RGA number and proof of purchase.

The LUVERNE Limited Warranty policy in effect on the date you purchased your Product determines the applicable warranty coverage, and subsequent or prior LUVERNE warranties are not applicable to your Product. The terms of this Limited Warranty cannot be changed or modified, except by a written agreement signed by an officer of LUVERNE. LUVERNE reserves the right to improve its products

through changes in design or materials without being obligated to the owners of the Products of the same or similar models.

If you have any questions about whether a seller is authorized, contact LUVERNE at the contact information below.

If you would like a physical copy of this Limited Warranty, feel free to print this webpage, call LUVERNE at the phone number below, or write to LUVERNE at the address below, and LUVERNE will send you a copy.

Contact information:

LUVERNE Headquarters 6208 Industrial Drive Eau Claire, WI 54701 877.287.8634



<u>LUVERNETRUCK.COM</u> • 877.287.8634 • WARRANTY POLICY EFFECTIVE DATE 01.01.2022