TrynEx International, LLC

TrynEx International, LLC • 531 Ajax Drive, Madison Heights, MI 48071-2429 • www.snowexproducts.com

NOWEX

LIMITED WARRANTY TO CONSUMERS

COVERAGE

TrynEx International, LLC, a division of Douglas Dynamics, LLC, warrants to the original purchaser of a SnowEx[®] light truck snowplow for personal, family, or household use that the snowplow will, for a period of one (1) year after original purchase, be free from defects in material and workmanship. TrynEx International warrants accessories, service parts, and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. TrynEx International warrants accessories, service distributors or dealers, to offer any other warranty on behalf of TrynEx International. Upon expiration of the warranty periods, TrynEx International will have no further liability related to the snowplow, except with respect to warranty claims arising during the warranty periods.

<u>This warranty is offered in lieu of any other express warranty; and, except to the extent prohibited by</u> <u>applicable law, all implied warranties, including (but not limited to) the implied warranties of merchantability</u> <u>and fitness for a particular purpose, are limited in duration to the duration of this warranty.</u>

Some states do not allow limitation 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 rights, which vary from state to state.

WHAT IS NOT COVERED

This is not a commercial warranty, and TrynEx International makes no warranty whatsoever for use of this product for commercial, municipal, or similar heavy-duty use or application.

This warranty shall not apply to finish or any parts not furnished by TrynEx International or any damage caused by such parts, nor does it cover any snowplow subjected to misuse, neglect, accident, other than ordinary use or service, improper installation, maintenance, storage, or repair or alteration by anyone except TrynEx International.

Further, attachment of a SnowEx snowplow to a vehicle, including any necessary modification of the snowplow and/or the vehicle, is entirely at the purchaser's risk and expense, and compliance with applicable motor vehicle regulations is the responsibility of the installer. TrynEx International will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a SnowEx snowplow.

REMEDY FOR DEFECTIVE SNOWPLOW

Upon receipt by TrynEx International or an authorized distributor or dealer of any defective snowplow covered by this warranty, TrynEx International will, at its option, repair or replace the defective snowplow at its expense including labor costs at its standard rate incurred while repairing said snowplow, provided that the original purchaser of that snowplow has followed the procedure for obtaining warranty performance set forth below. The snowplow so repaired or supplied as a replacement will be shipped to the original purchaser of the defective snowplow, with transportation charges being the responsibility of the purchaser. Any damage in transit will be the responsibility of the carrier or at the risk of the purchaser.

Purchaser's remedies for a defective snowplow, except to the extent prohibited by applicable law, are limited to the remedy provided by this warranty; and, except to the extent prohibited by applicable law, TrynEx International will in no event be liable for any consequential, incidental, or special damages arising out of the use of, or inability to use, the snowplow, whether based on TrynEx International's breach of warranty, breach of contract, negligence, or strict liability.

Some states do not allow the exclusion of limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after the discovery of any alleged defect, the original purchaser of the snowplow must notify TrynEx International of the claimed defect via their Factory Authorized Distributor/Dealer. The original purchaser must provide proof of original purchase and, at TrynEx International's option, return the allegedly defective part through their Factory Authorized Distributor/Dealer. If the authorized distributor or dealer requests, the purchaser must return the snowplow, with all transportation charges prepaid, to the authorized distributor or dealer. Any damage in transit will be the responsibility of the carrier or at the risk of purchaser.

The following is a registered (®) trademark of Douglas Dynamics, LLC: SnowEx®.