

COMMERCIAL WARRANTY

COVERAGE

TrynEx International, LLC, a division of Douglas Dynamics, LLC, warrants to the original purchaser of a SnowEx® snowplow that the snowplow will, for a period of two (2) years after the date of 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.

The foregoing warranties are exclusive and in lieu of all other express and implied warranties (except of title), including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

WHAT IS NOT COVERED

This warranty shall not apply to finish or any parts not furnished by TrynEx International or any damage caused by such parts, or to parts which shall have been repaired or altered by other than TrynEx International, so as, in TrynEx International's judgment, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident, or improper installation, maintenance, care, or storage.

Further, attachment of a SnowEx snowplow to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. TrynEx International does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of a SnowEx snowplow. Although SnowEx snowplows are designed to fit specific vehicle models, TrynEx International does not assume any liability for the cost of modification of the snowplow or the vehicle required to attach the snowplow.

TrynEx International will not be responsible for any expense related to parts or labor which is unrelated to defects in material and workmanship of a SnowEx snowplow.

REMEDY FOR DEFECTIVE SNOWPLOW

If within such warranty periods any part thereof is proved to TrynEx International's satisfaction to be defective, such part shall be repaired by TrynEx International or its authorized distributor or dealer or, at TrynEx International's option, replaced Free On Board (FOB) TrynEx International's factory without charge, including labor costs at its standard rate incurred while repairing said snowplow. TrynEx International's obligation hereunder shall be limited to such repair or replacement, provided that the original purchaser of that snowplow has followed the procedure for obtaining warranty performance set forth below.

TrynEx International's liability is expressly limited to the repair and replacement of defective parts as herein provided. TrynEx International shall not be liable for any consequential, incidental, or contingent damages whatsoever, whether for breach of contract, breach of warranty, negligence, or other tort, or on any strict liability theory.

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.

