



LIMITED LIFETIME WARRANTY AND DISCLAIMER

High Gear Specialties, Inc. ("High Gear") warrants the product described and identified in the accompanying installation instructions (the "Product") to be free from defects in material and workmanship for the life of the Product (the "Warranty Period"). All warranty claims by the customer shall be made to High Gear Specialties, Inc., 1123 Crown Park Circle, Winter Garden, Florida 34787. Replacements shall not interrupt or prolong the term of this Warranty.

High Gear's obligation under this Warranty is limited, at its sole and exclusive option, to either the repair or replacement of the Product where a defect has been claimed during the Warranty Period, and which is returned, freight prepaid, to High Gear at the address given above. Upon inspection by High Gear, the Product or parts thereof which prove to be defective will be repaired or replaced at no charge.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. HIGH GEAR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The warranty set forth herein applies only to the original customer and are conditional upon the customer giving prompt notice to High Gear of any discovered defects during the Warranty Period. High Gear shall not be responsible for any other defects or damage, including, but not limited to, any defects or damage caused by or resulting from: (a) alterations to the Product by anyone other than High Gear; (b) accident; (c) damage due to an intentional or negligent act of a third party; (d) abuse or negligence; (e) wear and tear.; (f) mishandling; (g) failure to use the Product in a safe and reasonable manner, or (h) force majeure. If the Product, in the judgment of High Gear, shows evidence of having been altered, modified or repaired without the authorization of High Gear, the warranty set forth herein shall not apply.

High Gear's cumulative liability for damages of any kind whatsoever arising out of the use or possession of the Product, regardless of the form of action, whether in contract or tort, including negligence or strict liability, shall be limited to the purchase price of the Product that caused the damages or that is the subject matter of, or is directly related, to the cause of action.

IN NO EVENT SHALL HIGH GEAR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR POSSESSION OF THE PRODUCT, WHETHER OR NOT HIGH GEAR HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES.

