

## LIMITED WARRANTY AND LIABILITY TERMS AND CONDITIONS

The Quad-Caddy Limited (Herein referred to as "Quad-Caddy") warrants to the original purchasing Consumer that its products and parts are free from defects in materials and workmanship as stated in this Limited Warranty. The Warranty Period begins on the date of purchase as shown on its receipt or invoice and is for a term no greater than twelve (12) months. This Limited Warranty is not transferrable or assignable. If you discover within the Warranty Period a defect in material or workmanship, you must promptly notify the Quad-Caddy dealer or distributor of any claim under this Limited Warranty. Any claim must be in writing with proof of purchase and provided to your Quad-Caddy dealer or distributor within fifteen (15) days of the discovery of the defect. This Limited Warranty is for repair or replacement of parts or products only. The Quad-Caddy will provide freight from the facility to the Consumer during the normal course of business. The Consumer is responsible for freight or shipping costs and expenses to return the warranted part. If you request expedited freight or shipping, you are solely responsible for all related costs.

*AFTER RECEIVING NOTIFICATION OF THE DEFECT, QUAD-CADDY WILL, AT ITS DISCRETION, REPAIR, REPLACE OR, IF QUAD-CADDY DETERMINES IN ITS SOLE DISCRETION THAT REPAIR OR REPLACEMENT IS NOT FEASIBLE, REFUND THE PURCHASE PRICE ON THE PRODUCT OR PART FOUND ON EXAMINATION BY QUAD-CADDY TO BE DEFECTIVE UNDER NORMAL USE AND SERVICE. THIS LIMITED WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.*

Some states, provinces or jurisdictions do not allow the exclusion of express or implied warranties, so the above exclusion may not apply to you. In that event, such warranties apply only to the extent required by law and are limited in duration to twelve (12) months. No warranties apply after that period. Some states, provinces or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above duration may not apply to you.

*IN ORDER TO ALLOW QUAD-CADDY AN OPPORTUNITY TO ASSESS THE CONDITION OF THE PART OR PRODUCT FOR WHICH A WARRANTY CLAIM IS MADE, YOU SHALL PROVIDE REASONABLE ACCESS TO THE PART OR PRODUCT TO QUAD-CADDY AND/OR ITS AGENTS, WHICH INCLUDES QUAD-CADDY DEALERS OR DISTRIBUTORS. TO FACILITATE THE PROMPT ASSESSMENT OF YOUR WARRANTY CLAIM, QUAD-CADDY MAY, FROM TIME TO TIME, REQUIRE THAT YOU PROVIDE ADDITIONAL DOCUMENTATION, PHOTOGRAPHS AND OTHER INFORMATION. FAILURE TO PROVIDE THE FOREGOING WITHIN A REASONABLE TIME FROM THE DATE OF REQUEST BY QUAD-CADDY WILL INVALIDATE YOUR LIMITED WARRANTY.*

Quad-Caddy shall not warranty and/or be responsible for damage, injury or death resulting from; or caused by circumstances outside the reasonable control of Quad-Caddy, including but not limited to, improper use, misuse, abuse, improper installation, overloading, accident, neglect or harmful alteration or repairs made by others, damage by snow or ice, electrolysis, corrosion, natural expansion or contraction of parts or products caused by weather conditions, severe weather conditions, terrorism or acts of God.

*IF YOU ATTEMPT TO REPAIR OR REPLACE PARTS OR PRODUCTS WITHOUT THE AUTHORIZED WRITTEN CONSENT OF QUAD-CADDY OR USE ANY UNAUTHORIZED METHODOLOGY OF REPAIR OR IF YOU ALTER, MODIFY OR CHANGE THE PARTS OR PRODUCTS YOU WILL VOID THIS LIMITED WARRANTY.*

When the Limited Warranty service involves the replacement of a product or part, the replaced product or part becomes Quad-Caddy's property, and the replacement product or part becomes your property. The replacement product or part may not be new but will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the Parts Warranty Period remaining on the original product or part.

IN NO EVENT SHALL QUAD-CADDY, ITS DEALERS, DISTRIBUTORS, RESELLERS OR SERVICE PROVIDERS BE LIABLE FOR:

- (i) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; OR
- (ii) (ii) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. THESE EXCLUSIONS APPLY EVEN IF QUAD-CADDY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. AS SOME STATES, PROVINCES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. SUBJECT TO THIS PARAGRAPH, ANY CLAIM FOR DAMAGES FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. NOTHING IN THIS LIMITED WARRANTY AFFECTS STATUTORY RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY THIS LIMITED WARRANTY.
- (iii) DAMAGE, INJURY OR DEATH RESULTING FROM: OR CAUSED BY FAILURE TO ADEQUATELY SECURE THE QUAD-CADDY TO THE TOW VEHICLE OR FAILURE TO SECURE ANY MATERIALS/LOADS TO THE QUAD-CADDY.

End of Warranty and Liability Waiver