

MORRYDE INTERNATIONAL, INC.
PATIO RAILS
LIMITED WARRANTY

A. Coverage:

MORryde International, Inc. warrants the fabricated parts it manufactures listed below (hereinafter referred to as “Components”) for the time period listed adjacent to said component’s name, said time period beginning on the date of purchase by the original end user purchaser:

Patio Rails - One (1) year parts and labor

This Warranty is specifically limited to the original end user purchaser who purchases the product on or in which the Component is installed. Except where prohibited by state law, this Warranty is not transferable or assignable to a subsequent purchaser. Warranty starts as of date of retail sale.

MORryde International, Inc.’s liability hereunder is limited to the original purchase price of the Component. The limited liability includes replacement of the Component, repair of the Component, or replacement of the Component with a reconditioned Component, at the discretion of MORryde International, Inc.

This Warranty does not cover customer modification or installation. In manufacturing and distributing Components, MORryde International Inc. relies upon its customers to order Components of sufficient size, dimension, strength, and durability for the use intended by its customers and end user consumer. As a result, MORryde International, Inc. does not expressly warrant to customers or end user consumers Components to be fit for a specific or particular purpose.

B. Exclusions:

We are not responsible for, and this Warranty does not apply to, (a) improper usage; (b) overloading; (c) accident related damage; (d) damage resulting from abuse, neglect, improper operation, maintenance, or installation on the product upon which the components is installed; (e) attempted repair by anyone other than an authorized representative of MORryde International, Inc.; (f) use of unauthorized repair parts, modification; (g) other causes not arising from defects in Component material or workmanship; (h) warranty claim with no proof of mileage or date of purchase; (i) incorrect installation of part or component not performed by MORryde, International, Inc, or any installation not performed by MORryde International, Inc.; (j) duplication of repair due to faulty diagnosis or workmanship of others; (k) damage or deterioration due to exposure to the elements such as fading, rust, paint deterioration, or discoloration caused by exposure to sunlight, chemicals, road salt, moisture or other environmental conditions; (l) any component or function of the chassis not directly and specifically changed or impacted by the MORryde modification (m) improper alignment or alteration (n) wiring modifications; (o) suspension modifications; (p) air plumbing modifications; (q) use of parts not supplied by MORryde; (r) towing expenses, freight charges, transportation expenses, telephone or other communication expense; (s) overtime or holiday labor, downtime of owner’s layover expenses such as meals and lodging; (t) loss of use or related loss of income; (u) cosmetic damage, damage due to acts of God, or modification of the Component.

C. Coverage Locations:

This Warranty is valid only in the United States and Canada, and it extends to the end user (the original end user purchaser of the product on which the Component is attached). We require all failed parts to be returned upon MORryde’s request. Failure to do so will result in denial of any claim.

D. Warranty:

Subject to the conditions herein, MORryde International, Inc. extends the following warranty:

1. For the time period listed adjacent to the component above, commencing with the date of purchase by the original end user purchaser, MORryde International, Inc. will replace or repair any Component that is,

upon return to MORryde International, Inc., found by MORryde International, Inc. to be defective in material or workmanship.

2. Proof of purchase must be provided for consideration of coverage. To make a warranty claim, you must, within no less than thirty (30) days of the expiration date of the warranty, contact in writing MORryde International, Inc. warranty claim service, at the address which appears below. Warranty replacement Components or parts will be furnished freight prepaid. Labor cost to repair or replace will be limited to the amount of the original purchase price of the Components or parts and any amount over \$100.00 must be approved in advance by MORryde International, Inc. The replaced warranty Components or parts become the property of MORryde International, Inc. and, upon request of MORryde International, Inc., must be returned to MORryde International, Inc. freight prepaid, as arranged, unless other arrangements have been authorized in writing by MORryde International, Inc.

E. Limitations:

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED, EXCEPT TO THE EXTENT DISCLAIMER IS PROHIBITED BY APPLICABLE LAW, IN WHICH CASE THEY ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY AS STATED ABOVE. MORRYDE INTERNATIONAL, INC. DISCLAIMS RESPONSIBILITY FOR CONSEQUENTIAL DAMAGE OR LOSS, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF VEHICLE, LOSS OF TIME, INCONVENIENCE, EXPENSE FOR TELEPHONE, TRAVEL, OR LODGING, LOSS OR DAMAGE TO PERSONAL PROPERTIES, OR LOSS OF REVENUES. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR LIMITATIONS ON CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS WHICH MAY VARY FROM STATE/PROVINCE TO STATE/PROVINCE.

F. Legal Remedies:

EXHAUSTION OF REMEDY AND LEGAL ACTION: OWNER MUST PROVIDE WRITTEN NOTICE, AS DESCRIBED ABOVE IN E.2, AND PERMIT WARRANTOR THE OPPORTUNITY TO REPAIR BEFORE OWNER MAY INITIATE ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.

G. Forum Selection:

IN THE EVENT OF ANY LEGAL ACTION INVOLVING THIS WARRANTY OR THE DESIGN OR MANUFACTURE OF THE COMPONENT SUBJECT HEREIN, YOU AGREE SAID ACTION WOULD MOST REASONABLY BE BROUGHT IN THE STATE (INDIANA) WHERE SAID COMPONENT WAS DESIGNED AND MANUFACTURED AND WARRANTY ISSUED. YOU AGREE SAID ACTION WILL BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED IN INDIANA, AND THAT INDIANA SUBSTANTIVE LAW WILL APPLY TO SAID PROCEEDING. YOU AGREE THIS FORUM AND CHOICE OF LAW PROVISION IS REASONABLE GIVEN THE VALUABLE CONSIDERATION YOU RECEIVED IN THE FORM OF THE WARRANTY COVERAGE TIME PERIOD PROVIDED FOR THE COMPONENT.

PLEASE DIRECT ALL CORRESPONDENCE TO:

MORryde International
P.O. Box 579
Elkhart, IN 46515
Phone: (574)293-1581
Fax: (574)294-4936
Email: warranty@morryde.com

NOTICE: In order to provide better warranty service, if you have a claim or receive a claim for any issue you believe is subject to coverage under this warranty, you must provide MORryde International, Inc. written notice of such claim within thirty (30) days of you becoming aware of the claim.