

QC METAL FAB, INC.

LIMITED THREE YEAR WARRANTY

WARRANTY COVERAGE

Except as specifically excluded below, QC Metal Fab, Inc. (hereinafter "QC Metal Fab"), WARRANTS to the Original Consumer Purchaser for a period of three (3) years from the date of purchase by the Original Consumer Purchaser that the Port-A-Chopper product manufactured by QC Metal Fab shall be free from defects in materials and workmanship supplied and attributable to QC Metal Fab.

WARRANTY EXCLUSIONS

THIS LIMITED WARRANTY AND THE OBLIGATIONS STATED HEREIN SHALL NOT APPLY TO: (1) All equipment, products, components, appliances, accessories, or parts not manufactured by QC Metal Fab whether or not warranted including but not limited to, paint, tires, wheels, axles, couplers, and electrical fixtures and/or components; (2) damage or loss caused in whole or in part by the acts or omissions of any kind by any party other than QC Metal Fab; (3) damage or loss caused in whole or in part by misuse, including, but not limited to, overloading, lack of preventative maintenance, or for use other than what the product is designed for; (4) damage or loss caused by abuse, neglect, theft, vandalism, product modification, improper consumer or dealer installation, incorrect line voltage, unauthorized repair or failure to follow instructions supplied with the trailer; (5) routine maintenance of the trailer, including but not limited to, tightening screws, and or other hardware; (6) damage or loss caused in whole or in part by the unauthorized attachments, modifications or alterations to the structure, body or frame of the trailer; (7) the chassis and any mechanical parts of the trailer, including but not limited to, wheel balance, and tires; (8) damage occurring during shipment (claims must be presented to carrier); (9) damage or loss caused in whole or in part by exposure to natural atmospheric elements, corrosive chemicals, ash or fumes generated or released by vehicles, or any other source; (10) damage or loss caused in whole or in part by the overloading or the improper balancing of the load; (11) damage or loss caused in whole or in part by the willful or negligent acts of the driver of the vehicle pulling the trailer, an accident involving the trailer, the condition of any road surface over which the trailer is pulled, striking or driving over a curb of any other object; and (12) any incidental and consequential damages including, but not limited to, transportation, fuel, food, lodging, telephone calls, towing charges, bus and taxi fares or car rentals, on-site service calls, as well as commercial use and loss of use.

QC METAL FAB'S RESPONSIBILITY

QC Metal Fab's liability under the foregoing warranties is limited to the repair or replacement of the defect in materials and workmanship by QC Metal Fab. QC Metal Fab does not undertake responsibility to any Original Consumer Purchaser beyond the original cost of the trailer to QC Metal Fab or for any undertaking, representation, or warranty made by any dealer selling the trailer beyond those expressed herein.

Please note the distinction between "defects" and "damage" as used in this Limited Warranty: "defects" are covered because QC Metal Fab is responsible; on the other hand, we have no control over "damage" caused by such things as collision, misuse and lack of maintenance which occurs after the trailer is delivered to the Original Consumer Purchaser. Therefore, "damage" for any reason which occurs after the trailer is delivered to the Original Consumer Purchaser is not covered under this warranty. Maintenance services are also excluded from the warranty because it is the owner's responsibility to maintain the trailer.

HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service the Original Consumer Purchaser must deliver the trailer to QC Metal Fab (with proof of purchase and freight prepaid) or the nearest authorized dealer or service center within a reasonable time after discovery of the defect within the warranty period. All shipping or towing expenses incurred in transporting the trailer for warranty service shall be the Original Consumer Purchaser's responsibility. The name and address of the nearest authorized service center can be obtained by writing or calling QC Metal Fab at the address and telephone number provided below. Upon requesting the warranty services you will be asked for:

- (a) Your name;
- (b) Date of retail sale;
- (c) QC Metal Fab manufacturing vehicle ID number;
- (d) An explanation of the anticipated warranty claim.

QC Metal Fab understands that there are times when there is no authorized dealer or service center near you when you may require warranty service. In such a circumstance, warranty service can be obtained at a non-QC Metal Fab dealer upon the prior authorization of QC Metal Fab. After contacting QC Metal Fab you will be given a QC Metal Fab

warranty authorization number. This warranty authorization number must appear on all repair orders returned to QC Metal Fab by the non-QC Metal Fab dealer. Please note: ALL SUCH WARRANTY CLAIMS MUST BE SUBMITTED TO OUR OFFICE WITHIN THIRTY (30) DAYS OF THE AUTHORIZATION DATE TO BE CONSIDERED FOR PAYMENT.

WARRANTY DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF QC METAL FAB. IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, GIVEN BY LAW, SHALL BE LIMITED TO AND NOT EXTEND BEYOND THE DURATION OF THE WRITTEN LIMITED WARRANTY PERIODS SET FORTH HEREIN. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS LIMITED WARRANTY.

QC METAL FAB WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSS OF THE TRAILER, ON-SITE SERVICE CALLS OR SERVICE CHARGES, LOSS OF TIME, INCONVENIENCE, EXPENSES FOR GASOLINE, TOWING CHARGES OR TRANSPORTATION COSTS, LOSS OF USE, RENTAL OF SUBSTITUTE EQUIPMENT, TELEPHONE, TRAVEL, LODGING, DAMAGE OR LOSS TO PERSONAL PROPERTY, LOSS OF REVENUES OR OTHER COMMERCIAL LOSS, OR ANY OTHER SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE RESULTING FROM ANY DEFECT IN THE TRAILER.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

SOME STATES DO NOT ALLOW THE LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WARRANTY VALIDATION

THE RETURN OF THE OWNER REGISTRATION CARD IS A CONDITION OF THE WARRANTY COVERAGE. The Original Consumer Purchaser should return the owner registration card within fifteen (15) days of the original purchase so that the warranty may be properly validated. Failure to complete and mail this card to QC Metal Fab will invalidate the limited warranties provided herein.

If you have any questions regarding this Limited Warranty, please contact QC Metal Fab at:

QC Metal Fab, Inc.
1025 All Pro Drive
Elkhart, Indiana 46514

1-574-264-0570