# **Manufacturer Limited Lifetime Warranty**

This warranty offered by Fleximounts covers defects in material or workmanship in new Fleximounts products. This warranty extends to the original purchaser only and is non-transferable. Only consumers purchasing Fleximounts products from authorized Fleximounts retailers or resellers may benefit from our limited warranty.

### What is covered?

For the lifetime of the product, Fleximounts will replace the defective product or parts only if the product is installed, operated and maintained according to instructions and if the product or part fails as a result of defective materials or workmanship.

### What is not covered?

- Service calls for any reason, including installation, correcting installation, or instructing installation of any Fleximounts product.
- •Repair or replacement needed due to accident, misuse, abuse, fire, flood, improper installation, neglect, corrosion, modification, or handling in any way inconsistent with the installation instructions.
- •Any loss of or damage to other belongings due to accident, misuse, abuse, fire, flood, improper installation, neglect, corrosion, modification, or handling in any way inconsistent with the installation instructions.
- •Repair or replacement for any product is used in any scenario other than normal, single-family household use, such as a commercial environment.
- Products damaged by loading beyond the specified maximum loading capacity of the product.
- Cosmetic damage that does not affect the functional or structural ability of the product, including scratches, dents, or cracks in paint.
- Replacement parts needed outside of the United States.
- •Shipping or freight fees to return defective products or deliver replacements.
- Any labor costs.

# **Implied Warranties and Limitation of Damages**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY, AND FLEXIMOUNTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF FLEXIMOUNTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow limitations on the duration of an implied warranty or the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## Governing Law

This Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

## **How State Law Applies**

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.