



TracRac® Limited Lifetime Warranty

TracRac® Incorporated will warranty all TracRac® truck and van racks manufactured by TracRac® Incorporated during the time that an original retail purchaser owns the product. TracRac® will warranty all other accessories for a period of 2 years from the date of purchase. This warranty terminates if a purchaser transfers the product to any other person. To activate this warranty, the original purchaser must complete and return the Product Registration Card included with the product or complete the Warranty Registration on the TracRac® website at <http://www.shoptracrac.com/contact/register.php>, to enable TracRac® to verify original ownership.

Subject to the limitations and exclusions described in this warranty, TracRac® will remedy defects in the structural integrity of the product related to materials or workmanship by repairing or replacing, at its option, a defective product without charge for parts or labor. In addition, TracRac® may elect, at its option, *not to repair* or replace a defective product but rather to issue to a purchaser a refund equal to the purchase price paid for the product or a credit to be used toward the purchase of a new TracRac® product.

No warranty is given for defects caused by shipping damage, normal wear and tear, cosmetic discoloration, scratches or chips, road hazards, accidents, unlawful vehicle operations, or modification of, or any types of repair of a truck or van rack system other than those authorized by TracRac®.

No warranty is given for defects resulting from conditions beyond TracRac's control including, but not limited to, misuse, overloading, or failure to assemble, install or use the product in accordance with TracRac's written instructions or guidelines included with the product or made available to the purchaser.

No warranty is given for TracRac® products purchased outside of the United States, Canada and Mexico.

In the event that a product is defective, the purchaser should contact the TracRac® Customer Service group in writing or by phone at: 994 Jefferson Street, Fall River, MA 02721 Attn: Customer Service 1 (800) 501 1587

In the event that a product needs to be returned to TracRac®, a TracRac® Customer Service Representative at the address or telephone number listed above will provide the purchaser with the appropriate mailing address and any additional instructions. Please note that the purchaser will be responsible for the cost of mailing the product to TracRac® and that proof of purchase in the form of an original purchase invoice or receipt and a detailed description of the defect must be included in the mailing.

DISCLAIMER OF LIABILITY

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR THE ISSUANCE OF A REFUND OR CREDIT (AS DETERMINED BY TRACRAC) IS A PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. DAMAGE TO A PURCHASER'S VEHICLE, CARGO AND/OR TO ANY OTHER PERSON OR PROPERTY IS EXCLUDED.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TRACRAC'S SOLE LIABILITY TO ANY PURCHASER IS LIMITED TO THE REMEDY SET FORTH ABOVE. IN NO EVENT WILL TRACRAC BE LIABLE FOR ANY LOST PROFITS, LOST SALES, OR FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY OTHER DAMAGES OF ANY KIND OR NATURE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT BE APPLICABLE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.