

LIPPERT COMPONENTS®
AXLE LIMITED WARRANTY
(NORTH AMERICAN OEM SALES)

This Axle Limited Warranty (“Warranty”) outlines applicable coverage and claim procedures for Products incorporated into units or trailers retail sold after January 1, 2017, as defined herein, sold by Lippert Components, Inc. or its subsidiaries or affiliates (the direct seller being the only warrantor referenced herein as “Warrantor”, “we”, “us” or “our”).

Coverage. Subject to these terms, we warrant ONLY to you, the original equipment manufacturer (“OEM”, “you” or “your”), that the axles and suspension systems that we manufacture, distribute and/or sell to you that are not already covered by a separate written warranty from another manufacturer (the “Product(s)”) will be free from defects in materials and workmanship at the time of sale. We will honor this Warranty for the applicable period from the date of retail purchase, and cover only Products sold and used in the United States and Canada. The Warranty period shall be as follows:

Limited 1 Year Warranty – grease and oil seals for all Products.

Limited 5 Year Warranty – Marine Axles by MTP, Shield High Performance Lubrication System by MTP, Hydraulic Surge Actuators by MTP.

Limited 6 Year Warranty – spring axles and suspension systems.

Limited 11 Year Warranty – torsion axles.

Service. For Products having a covered defect within the Warranty period, we will, in our sole and absolute discretion, repair or replace the Product with a new or refurbished component, or provide a pro rata refund of that portion of the Product. Labor will be allowed if a designated flat rate time is outlined by us and will be limited to the published flat rate amount. There is no other warranty.

Notice. No remedy will be required or offered unless we receive written notice of a claimed defect. You must make any claim of defect, including without limitation under this Warranty, in writing, with full particulars, promptly after the defect was or reasonably should have been discovered, and in any event no later than sixty (60) days of its discovery. In the event of any accident, injury to person, damage to property, or other loss involving a Product, you must notify us in writing within thirty (30) days of the incident or within ten (10) days of notification to you, whichever is earlier. In the event of any survey, test, or inspection to be conducted on a Product, you must notify us in writing immediately so that we, at our sole election, may participate in that activity or conduct our own survey, test, or inspection in advance. Your written notice must describe the defect, provide the customer’s name and address, state the location of the Product, and provide us full particulars (see below). As a condition of coverage, we must be provided access to the original Product for inspection, testing, or other work at our discretion. The Product must remain unmodified. We will not consider any claims for Products (or any components thereof) that are not in their original form. Failure to give us proper or timely notice of a claimed defect, or failure to return the defective Product, or performing any modification, self-help, or alteration of the Product, without our prior written approval, will constitute an absolute waiver and release of all your claims and rights under this Warranty.

Transferability. THIS WARRANTY IS NOT ASSIGNABLE OR TRANSFERABLE. THIS WARRANTY EXTENDS ONLY TO YOU, THE ORIGINAL OEM PURCHASER PURCHASING A PRODUCT DIRECTLY FROM WARRANTOR’S FACILITIES, AND WILL NOT BE CONSTRUED TO EXTEND TO ANY THIRD-PARTY, INCLUDING WITHOUT LIMITATION THE ULTIMATE RETAIL PURCHASER OR CONSUMER OF AN END PRODUCT. YOU MAY NOT REPRESENT TO ANYONE, INCLUDING YOUR CUSTOMER OR AN END CONSUMER THAT THIS WARRANTY EXTENDS TO THEM.

Limitations. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN AND TO THE COVERED PRODUCTS. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. EXCEPT AS PROVIDED IN THIS WARRANTY, ALL PRODUCTS ARE BEING SOLD “AS IS” AND “WITH ALL FAULTS.” ALL RISKS AS TO PRODUCT QUALITY OR PERFORMANCE NOT CONTEMPLATED BY THIS WARRANTY WILL BE BORNE EXCLUSIVELY BY YOU, THE PURCHASER. IF A PRODUCT PROVES DEFECTIVE AFTER ITS PURCHASE, YOU, NOT US, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR THAT IS NOT COVERED UNDER THIS WARRANTY. IN NO EVENT WILL WE BE LIABLE FOR COSTS OF REMOVAL OR REINSTALLATION OF THE PRODUCTS, OR ANY EXPENSE RELATED TO REINSTALLATION. WE WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED AND RELEASED. UNDER NO CIRCUMSTANCES WILL

OUR LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THE WARRANTY'S TERMS. YOU WAIVE ANY RIGHT TO A JURY TRIAL AND CLASS ACTION RELATING TO THIS WARRANTY, AND MAY NOT JOIN OR CONSOLIDATE CLAIMS AS A REPRESENTATIVE OF A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THESE PROVISIONS PROVIDE SPECIFIC LEGAL RIGHTS AND LIMITATIONS. SOME MAY NOT APPLY BASED ON STATE OR FEDERAL LAW, AND OTHER LEGAL RIGHTS MAY EXIST.

Exclusions. This Warranty only covers the Products. Due to the intended use of our Products, any and all items and components not sold by us but attached to, incorporated into, or using our Products carry NO WARRANTY WHATSOEVER from us regardless of circumstance. We will not be liable for any defects, whether due to workmanship, materials or any other reason whatsoever, for those items and components not sold by us. This Warranty also does not cover customer instruction, installation and labor (except as provided herein), parts supplied by others, abuse, misuse, neglect, improper installation or improper repair by anyone other than us, improper usage, overloading, accidents, unreasonable use, improper loading, improper operation, improper repair, improper maintenance, normal wear and tear, normal wear components (including bolts, nuts, shackles, and riding enhancement products) color fade, mold, mildew, corrosion, rust formation, modifications, or attempted repair by anyone other than a qualified repair facility. This Warranty does not cover chemical damage caused by acids, fuel, oil, or other chemicals. Use of our Products in or as part of a unit in a rental fleet, or for a commercial or industrial purpose, voids your rights under this Warranty. The Warranty also does not extend to and does not cover defects caused by the following:

- The connecting of brake wiring to the trailer wiring or trailer wiring to the towing vehicle wiring.
- The attachment of the axles and running gear to the chassis/frame.
- Any and all damage caused by or related to any alteration of the axle or running gear including welding supplemental brackets to the axle.
- Improper alignment.
- Unreasonable use, including failure to perform reasonable and necessary maintenance in accordance with our operations and service manuals with proof of such maintenance (including required maintenance after prolonged storage.)
- Use of an axle on a unit/trailer other than the unit/trailer to which it was originally mounted.
- Improper torque values and torquing of wheel nuts not in accordance with our operations manual.
- The use of any component parts or equipment not supplied by Lippert or MTP.
- Any and all damage caused by or related to hub imbalance.
- Any and all damage caused by normal wear and tear.
- Improper installation.
- Any and all damage caused by unreasonable use, including but not limited to overloading or improper loading.
- Any and all damage caused by the failure to perform reasonable and necessary maintenance.
- Cosmetic finish or corrosion.

Indemnity. You agree to indemnify and hold us, as well as our officers, agents, employees, and representatives, harmless from and against all claims, causes of action, liabilities, losses, damages, judgments, and proceedings, whether based in contract, quasi-contract, subrogation, tort, strict liability, or any other legal or equitable theory, including without limitation all expenses, costs, damages or injury to person or property, and attorney fees incident thereto, arising from or relating to your handling, storage, transportation, possession, processing, fabrication, resale, or any other activity involving the Products after delivery, or relating to any extension or attempt to extend, assign, transfer, or pass this Warranty through to anyone else. At our request, and subject to our sole discretion to choose our own counsel, you will also defend us from any such claims, causes of action, or proceedings.

Statute of Limitations. Any action, lawsuit or other proceeding, under this Warranty or otherwise, related to the Product must be commenced within one (1) year after the earlier of (a) the expiration of the applicable Warranty coverage period, (b) our alleged failure to repair the defect at issue; or (c) the date on which your claim accrues under applicable law. Unless prohibited by law, the performance of repairs will not prevent the limitations period from expiring, nor will any tolling or estoppel doctrine apply. This Warranty does not extend to future performance.

Applicable Law & Venue. This Warranty will be governed by and construed in accordance with the laws of the State of Indiana without regard to principles of conflicts of law. Any disagreement, dispute, controversy, or claim arising out of or relating to this Warranty must be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association. Judgment upon the award may be entered in any court having jurisdiction thereof. In the event you bring any claim against us in violation of this Warranty or for claims waived or released under this Warranty, you agree to pay our attorney and paralegal fees and costs to defend such suit.

Modifications. We will not be liable for commitments, promises, or agreements made by any employee, agent, or dealer that is not in accordance with this Warranty. The current warranties and terms outlined on the Warrantor's website (www.lci1.com) applicable on the date of purchase take precedence over any other warranties, whether oral or written. We

reserve the right to alter our warranties from time to time, as the laws and our business needs and industry change. Any conditions or exceptions that may be stated in any communication or document to us from any entity or individual, including but not limited to the retail purchaser or consumer, shall be of no effect unless specifically agreed to in writing and hand-signed by our authorized representative.

Miscellaneous. Any legally or otherwise invalid provision hereof will be considered severable, with all remaining provisions enforceable. We have all rights and remedies given to sellers by applicable law, and our rights and remedies are cumulative and may be exercised from time to time. No waiver by us of any provision of this Warranty will be effective unless in writing, nor will it operate as a novation or waiver of any other provision or affect our right to exercise thereafter any right or remedy. We will not lose any right because we have not exercised that right in the past.

For questions and claims, contact Lippert Components, Inc., Attn. Warranty Dept., 1902 West Sample Street, South Bend, Indiana 46619. The telephone number to obtain the name and address of the service and repair facility nearest you is 1-574-537-8900. You may also email your claim to customerservice@lci1.com. To process your claim, we will need the following information: vehicle identification number (VIN), date of manufacture, date of purchase, the make and full model number, pictures of alleged defect, and description of alleged defect. Please include this information with any correspondence and have this information available when you call.