

TRUCK BACKER LIMITED WARRANTY

Reverse Control, Inc.
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1. What is covered by this warranty:

Reverse Control, Inc. ("Company") warrants, to the original buyer only, that the product that is the subject of this sale (a) conforms to Company published specifications and (b) is free from defects in material or workmanship. This warranty expires **one (1) year** from the date of delivery. If the buyer discovers within this period a failure of the product to conform to specifications, or a defect in material or workmanship, the buyer must promptly notify Company in writing. In no event may that notification be received by Company later than **thirteen (13) months** from the date of delivery. Within a reasonable time after notification, Company will correct any failure of the product to conform to specifications or any defect in material or workmanship, with either new or used replacement parts. Such repair shall include parts only; shipping and labor charges, if any, shall be at buyer's expense. All warranty service will be performed at service centers designated by Company. If Company is unable to repair the product to conform to the warranty after a reasonable number of attempts, Company will provide, at its option, one of the following: (1) a replacement product; or (2) a full refund of the purchase price. These remedies are the buyer's only remedies for breach of warranty.

2. What is not covered by this warranty:

Company does not warrant (a) any product, components, or parts not manufactured by ABC; (b) defects caused by failure to provide a suitable installation environment for the product; (c) damage caused by use of the product for purposes other than those for which it was designed; (d) damage caused by disasters such as fire, flood, wind, and lightning; (e) damage caused by unauthorized attachments or modifications; (f) damage during shipment; or (g) any other abuse or misuse by the buyer or a third party user of the product.

3. Warranty of title and against claims of infringement.

In addition to the warranties set forth in the previous paragraphs, Company warrants that it has good title to the product free of any encumbrance and that the product will be delivered free from the rightful claim of any third person for infringement of patent, trademark, or copyright. Company will defend the buyer against any claim of infringement and will pay resulting costs, damages, and attorney fees finally awarded, provided that (a) the buyer promptly notifies Company in writing of any claim, and (b) Company has sole control of the defense and all related settlement negotiations. If a claim arises, the buyer will allow Company, at Company option and expense, to procure the right for the buyer to continue using the product, to replace or modify it so that it becomes non-infringing, or to grant the buyer a refund of the purchase price in exchange for return of the infringing product.

4. DISCLAIMER OF WARRANTY.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF REMEDIES.

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT COMPANY WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY. THIS LIMITATION DOES NOT APPLY TO DAMAGES CAUSED BY BREACH OF THE WARRANTY OF TITLE AND AGAINST INFRINGEMENTS OR TO CLAIMS FOR PERSONAL INJURY.

6. Time limit for bringing suit.

Any action for breach of warranty must be commenced within 15 months following delivery of the product.

7. No other warranties.

Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including statements made by salespersons. No employee of Company or any other party is authorized to make any warranty in addition to those made in this agreement. The buyer is warned, therefore, to check this agreement carefully to see that it correctly reflects those terms that are important to the buyer.

8. Allocation of risks.

This agreement allocates the risks of product failure between Company and the buyer. This allocation is recognized by both parties and is reflected in the price of the goods. The buyer acknowledges that it has read this agreement, understands it, and is bound by its terms.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

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

9. Acknowledgment of review of manuals and safe use.

Buyer acknowledges receipt of user manuals for the product. Buyer represents and warrants that he or she, and any end users of the product, will read and understand the entire user manuals provided by Company for the product. Proper training for the Product is essential for its safe use and operation. Buyer further agrees to abide by any applicable federal, state or local laws, rules or policies that may be relevant to the use of the product. Buyer agrees to indemnify Company for any damage to person or property that may be caused due to operator error or improper installation of the product which is the result of Buyer and any end user's failure to read the user manual and be properly trained in the use of the product.