



LIMITED WARRANTY

DAYCAB COMPANY, (COLLECTIVELY, "DAYCAB"), PROVIDES THIS LIMITED WARRANTY SOLELY FOR THE DAYCAB PRODUCT LINE (DAYCABS.COM). THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO ALL DAYCAB PARTS AND SUPERSEDES ALL OTHER WARRANTIES OR REPRESENTATIONS.

DAYCAB PRODUCT LINE (FIBERGLASS CONVERSION KITS) – DAYCABS.COM

DAYCAB WARRANTS ITS FIBERGLASS CONVERSION KITS, SOLELY AND EXCLUSIVELY TO THE ORIGINAL PURCHASER, AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE LIFETIME OF THE PRODUCT, TERMINATING WHEN THE PRODUCT BECOMES UNUSABLE FOR ANY REASON OTHER THAN A COVERED DEFECT, AS DETERMINED BY DAYCAB IN ITS SOLE AND ABSOLUTE DISCRETION. THIS WARRANTY IS LIMITED STRICTLY TO SUCH DEFECTS AND SHALL NOT BE CONSTRUED TO EXTEND TO ANY OTHER CONDITION OR FAILURE. THIS WARRANTY EXPRESSLY EXCLUDES AND SHALL NOT APPLY TO, UPHOLSTERY KITS AND ALL ACCESSORIES, INCLUDING BUT NOT LIMITED TO AIR RIDE SYSTEMS, RUBBER FLOORING, AND LED LIGHTING.

SCOPE AND EXCLUSIONS

THIS LIMITED WARRANTY APPLIES SOLELY AND EXCLUSIVELY TO GOODS MANUFACTURED BY DAYCAB AND SERVICES PERFORMED BY DAYCAB. ALL THIRD-PARTY PARTS, COMPONENTS, AND ACCESSORIES ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. THIS LIMITED WARRANTY SHALL BE NULL AND VOID IF THE PRODUCT IS SUBJECTED TO IMPROPER OR DEFECTIVE INSTALLATION, FAILURE TO PROPERLY MAINTAIN, ABUSE, MISUSE, NEGLIGENCE, ACCIDENT, UNAUTHORIZED ALTERATION OR MODIFICATION, OR OPERATION OUTSIDE OF ITS INTENDED USE OR DESIGN CONDITIONS. THE BURDEN OF PROOF SHALL AT ALL TIMES REST SOLELY WITH THE PURCHASER TO DEMONSTRATE THAT ANY CLAIMED DEFECT IS COVERED BY THIS LIMITED WARRANTY AND WAS NOT CAUSED, IN WHOLE OR IN PART, BY ANY OF THE EXCLUDED CONDITIONS SET FORTH HEREIN. DAYCAB RESERVES THE SOLE AND EXCLUSIVE RIGHT TO INSPECT, TEST, AND EVALUATE ANY PRODUCT SUBJECT TO A WARRANTY CLAIM PRIOR TO AUTHORIZING ANY REPAIR, REPLACEMENT, OR OTHER REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAYCAB BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, DOWNTIME, OR LOSS OF BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CLAIMS AND REMEDIES

BUYER MUST PROVIDE WRITTEN NOTICE WITHIN THE APPLICABLE WARRANTY PERIOD. DAYCAB'S SOLE OBLIGATION SHALL BE, AT ITS EXCLUSIVE OPTION, TO REPAIR, REPLACE, REPERFORM, OR REFUND. BUYER SHALL BEAR ALL TRANSPORTATION COSTS. THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS.

DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAYCAB DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL DAYCAB BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, OR USE, OR FOR ANY BODILY INJURY OR PROPERTY DAMAGE. IN NO EVENT SHALL DAYCAB'S TOTAL CUMULATIVE LIABILITY EXCEED THE PURCHASE PRICE PAID FOR THE GOODS OR SERVICES GIVING RISE TO THE CLAIM.

NON-TRANSFERABILITY

THIS LIMITED WARRANTY IS PERSONAL TO THE ORIGINAL PURCHASER AND IS NOT TRANSFERABLE OR ASSIGNABLE, IN WHOLE OR IN PART, TO ANY SUBSEQUENT OWNER, TRANSFEREE, OR THIRD PARTY.

MISCELLANEOUS

DAYCAB RESERVES THE RIGHT TO MODIFY PRODUCTS WITHOUT OBLIGATION. THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT AND MAY ONLY BE MODIFIED IN WRITING BY AN AUTHORIZED OFFICER.

INDEMNIFICATION

BUYER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS DAYCAB, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATED TO BUYER'S USE, MISUSE, INSTALLATION, MODIFICATION, OR OPERATION OF THE GOODS, EXCEPT TO THE EXTENT CAUSED BY DAYCAB'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

GOVERNING LAW AND VENUE

THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE STATE OF TENNESSEE, AND THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS.