



## LIMITED WARRANTY

DAYCAB COMPANY, DOING BUSINESS AS DC MODIFICATION, PROVIDES THIS LIMITED WARRANTY SOLELY FOR THE DC MODIFICATION PRODUCT LINE (DCMODIFICATION.COM). THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY APPLICABLE TO ALL DC MODIFICATION PARTS AND SUPERSEDES ALL OTHER WARRANTIES OR REPRESENTATIONS.

### **DC MODIFICATION PRODUCT LINE (CAB MODIFICATIONS) – DCMODIFICATION.COM**

FOR DC MODIFICATION PRODUCTS AND SERVICES, WARRANTY COVERAGE IS EXPRESSLY LIMITED AND SHALL IN NO EVENT EXCEED TWELVE (12) MONTHS FROM THE DATE OF DELIVERY TO THE ORIGINAL OWNER OR 100,000 MILES OF USE, WHICHEVER OCCURS FIRST. THIS LIMITED WARRANTY APPLIES SOLELY AND EXCLUSIVELY TO PARTS MANUFACTURED BY DC MODIFICATION AND TO SERVICES PERFORMED BY DC MODIFICATION. UNDER NO CIRCUMSTANCES SHALL THIS LIMITED WARRANTY APPLY TO, OR EXTEND TO, ANY PARTS, COMPONENTS, OR ACCESSORIES NOT MANUFACTURED BY DC MODIFICATION, ALL OF WHICH ARE EXPRESSLY EXCLUDED.

DC MODIFICATION'S WARRANTY IS STRICTLY LIMITED TO THE TERMS SET FORTH HEREIN AND SHALL NOT EXTEND TO, INCORPORATE, OR INCLUDE ANY EXTENDED, THIRD-PARTY, OR SUPPLEMENTAL WARRANTIES OF ANY KIND. ALL WARRANTY REPAIRS AND SERVICES MUST BE PERFORMED EXCLUSIVELY BY AN AUTHORIZED PETERBILT KENWORTH, OR FREIGHTLINER DEALER, UNLESS PRIOR WRITTEN AUTHORIZATION IS OBTAINED FROM DC MODIFICATION. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL VOID ANY AND ALL WARRANTY COVERAGE.

### **SCOPE AND EXCLUSIONS**

THIS LIMITED WARRANTY APPLIES SOLELY AND EXCLUSIVELY TO GOODS MANUFACTURED BY DC MODIFICATION AND SERVICES PERFORMED BY DC MODIFICATION. 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. DC MODIFICATION 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 DC MODIFICATION 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. DC MODIFICATION'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 APPLICABLE LAW, DC MODIFICATION EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL DC MODIFICATION 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**

DC MODIFICATION 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 DC MODIFICATION, 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 DC MODIFICATION'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.