



Limited Warranty

Covered Products:

All Bostail Global Company moving standard manufactured components (together and separately, "Bostail Products").

Limited 3-Year Warranty:

Bostail warrants to the original purchaser that its gas shocks shall be free from defects in material and workmanship for a period of three (3) years from the date of the first retail sale.

Filing A Claim:

In order to make a claim under this Limited Warranty:

1. Purchaser must be the original purchaser of the moving standard manufactured component (at retail);
2. Purchaser must have maintained the alleged defective Bostail Products without modification and in compliance with industry "best practices" and the specific recommendations and guidance set forth in the current "Bostail Maintenance and Operation Manual";
3. Purchaser must promptly notify Bostail in writing of any warrantable defect of a covered Bostail Product, prior to expiration of the applicable warranty period, after a warrantable defect becomes known to Purchaser, but by no later than forty-five (45) days after the warrantable defect is or reasonable should have been discovered. In the event of personal injury, death, or property damage resulting from an incident involving Bostail Products with an alleged warrantable defect, Purchaser must provide written notice to Bostail within thirty (30) days of the incident, or within ten (10) days of Purchaser receiving notification of the incident, whichever is earlier, describing the defect, the location of the trailer with defective Bostail Products, the Purchaser's name and address, and any other material facts about the incident known to Purchaser; and
4. Failure of Purchaser to submit a timely or proper warranty claim is deemed a waiver by Purchaser of the warranty claim with respect to that defect.

Exclusive Remedy:

As Purchaser's exclusive remedy under this Limited Warranty, Bostail will, in its sole discretion, replace or repair the claimed defective Bostail Products or issue Purchaser a refund of the original purchase price or the then-current list price of the defective Bostail Products, whichever price is less, subject to any order or directive NHTSA issues in response to a vehicle-recall program. In addition:

1. Once Bostail receives a warranty claim, Bostail has the right to inspect the claimed defective Bostail Products at such time and place as Bostail reasonably requests before deciding whether the defect is warrantable and, if so, which remedy option it will authorize;
2. If Bostail elects to authorize a warranty repair or replacement, Purchaser is responsible for delivering the moving standard manufactured components on which the defective Bostail Products are installed to the specific repair or replacement location that Bostail designates and must do so within thirty (30) days of receipt of Bostail's designation;
3. Bostail will complete, or cause to be completed, the authorized repairs or replacement within a reasonable timeframe, given the availability of replacement parts and components, but reserves the right to provide alternative replacement components or parts if the original ones are not readily available; and
4. Bostail will not be responsible for labor and installation costs unless Bostail has approved such payment. Bostail is not obligated to furnish a substitute moving standard manufactured component or otherwise compensate Purchaser for rented, loaned, or borrowed moving standard manufactured components or lost wages while completion of the repair or replacement is pending.

Exclusions:

This Limited Warranty covers only Bostail Products and does not cover parts and components sold by others nor does it cover Purchaser's installation and labor costs unless Bostail has approved payment of those costs. This Limited Warranty does not cover defects resulting from abuse, misuse, or neglect, nor from improper loading, installation, operation, usage, repair, or maintenance or from accidents, normal wear and tear, repairs or modifications by others, cosmetic finish or color blemishes, rust, corrosion, or chemical damage caused by acids, fuel, oil, or other chemicals. In addition, defects caused by the following events are not covered:

- parts not supplied by Bostail
- altering the moving standard manufactured components

- using Bostail moving standard manufactured components in ways other than originally intended
- unreasonable use of the moving standard manufactured components
- improper alignment or installation

Transferability:

This Limited Warranty may not be assigned or transferred and extends only to the original Purchaser, purchasing at retail the original trailer with new Bostail Products installed. It does not extend to other third parties, such as the trailer manufacturer, trailer dealer, parts suppliers/distributors, or those acquiring the original trailer from the original Purchaser.

Limitations:

- 1. THE EXCLUSIVE REMEDY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND, AT BOSTAIL'S OPTION AND SUBJECT TO THE CONDITIONS CONTAINED HEREIN, OF ANY PART, PORTION, OR THE ENTIRETY OF A COVERED BOSTAIL PRODUCT(S) THAT FAILED AS A RESULT OF A DEFECT IN MATERIAL OR WORKMANSHIP. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED.**
- 2. THIS WARRANTY DOES NOT EXTEND TO, AND BOSTAIL SHALL NOT BE LIABLE FOR, LOSS OF OR DAMAGE TO CARGO, CONTENTS, LOST PROFITS, LOSS OF USE OF PRODUCT, LOSS OF TIME, INCONVENIENCE, RENTAL EXPENSES, TRANSPORTATION EXPENSES, PERSONAL INJURY, LABOR COSTS, DAMAGES FOR DELAYS, TOWING FEES, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE.**
- 3. ORAL STATEMENTS BY BOSTAIL'S EMPLOYEES OR REPRESENTATIVES DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY PURCHASER, AND ARE NOT PART OF THIS WARRANTY OR THE PURCHASE AGREEMENT. NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS DOCUMENT. NO PERSON OR ENTITY, INCLUDING MANUFACTURERS OR DEALERS/DISTRIBUTORS, MAY MODIFY, EXTEND, OR WAIVE ANY PART OF THIS LIMITED WARRANTY.**
- 4. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE EXCLUSION OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE, AND OTHER DAMAGES IS INDEPENDENT OF AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

5. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE (1) YEAR, UNLESS AND ONLY TO THE EXTENT ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.

Statute of Limitations:

Any action, lawsuit or other proceeding, under this Limited Warranty or otherwise, related to Bostail Products must be commenced within one (1) year after the earlier of (a) the expiration of the applicable warranty coverage period, (b) Bostail's alleged failure to repair or replace the defect at issue; or (c) the date on which Purchaser's 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 Limited Warranty does not extend to future performance.

Applicable Law & Venue:

This Limited Warranty will be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law. Any disagreement, dispute, controversy, or claim arising out of or relating to this Limited 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 Purchaser brings any claim against Bostail in violation of this Limited Warranty or for claims waived or released under this Limited Warranty, Purchaser agrees to pay Bostail's reasonable attorney fees and costs to defend such suit.

Inquiries regarding these warranties should be sent to:

sales@bostail.com

Bostail Manuals can be found at:

www.bostail.com

