

HERD

HERD NORTH AMERICA INC.
LIMITED WARRANTY

This Limited Warranty, provided by Herd North America Inc. (“HERD”) extends only to the original retail purchaser (the “Customer”) of a product manufactured by HERD (the “Product”) and this Limited Warranty is not transferable to any subsequent owner of the Product or of a vehicle upon which the Product is installed.

WARRANTY COVERAGE

HERD warrants the Product against any defects that are due to faulty material or workmanship for a one (1) year period after the original date of purchase. The Customer must report any defect in the Product, by notice in writing, which notice must be received by HERD within said one (1) year period. For any breach of the said Warranty, the Customer's exclusive remedy and HERD's entire liability will be, at HERD's option, either: (i) repair or replacement of the Product, or (ii) refund of the fee paid to HERD or its authorized dealer for the defective Product.

LIMITATION REGARDING LAWS

Because of the differing requirements of various jurisdictions, HERD makes no representation or warranty whatsoever that the Product complies with the laws of the area where the Customer purchases or intends to use the Product and the Customer shall have the sole responsibility to ascertain whether the Product or its installation complies with such laws.

LIMITATION REGARDING VEHICLE FEATURES

Some vehicles are equipped with mechanical features, crash features, safety features and/or air bags, which may not be compatible with the Product. For example, the installation of the Product could alter the crush rate of the vehicle or the operational characteristics of an air bag or may affect air flow to the cooling system. HERD shall have no responsibility to determine the compatibility of the Product with the particular vehicle or its mechanical, safety or operational characteristics and HERD shall not be responsible for any damage or injury of any kind to the vehicle or to persons or property arising from any such incompatibility.

EXCLUSION OF IMPLIED WARRANTIES

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In particular, and without limiting the generality of the foregoing, the above Limited Warranty excludes and does not extend to any defect due to the negligence of others (including the negligence of the Customer), incorrect or improper installation of the Product, unreasonable use, accident, alteration or ordinary wear and tear. The above Limited Warranty does not cover and HERD is not liable for any economic, special, indirect, incidental, punitive, exemplary or consequential damages including but not limited to loss of use of the Product or the vehicle upon which it is installed, delays/loss of time, lost profits, lost business revenue, or any damages claimed against the Customer by any third party, whether such damages are claimed under contract, tort, breach of statute, or any other legal theory, arising from the purchase, installation or use of the Product.

WARRANTY CLAIM PROCEDURE

1. A Customer wishing to make a Warranty claim will notify HERD in writing, enclosing an original copy of a receipt or invoice as proof of purchase, together with a detailed written description of the defect in the Product. HERD will notify the Customer and will advise as to how the Warranty claim will be handled.
2. If a Warranty claim is found to be valid by HERD, or if HERD decides that it will be necessary to examine the Product prior to validating the Warranty claim, HERD shall be entitled to require the Customer to ship the Product to the offices of HERD, prepaid and insured at the Customer's sole expense.
3. If a Warranty claim is found to be valid by HERD, HERD shall be entitled, at HERD'S option, to either: (i) repair or replace the Product, or (ii) refund the fee paid to HERD or its authorized Dealer for the defective Product.
4. The address of HERD for such Notices is 2168 Springfield Road, Box 28, Grp. 525, RR#5 Winnipeg, Manitoba, R2C 2Z2.