



# LIMITED WARRANTY

## G-MAD™ WIND DEFLECTOR

### WARRANTY AND DISCLAIMER

(a) Global Vehicle Systems Inc. (hereinafter referred to as "**Global**") warrants to Buyer that the G-MAD™ Wind Deflector (hereinafter referred to as "**Product**") manufactured by Global will be free of defects which are not commercially acceptable in material and workmanship for a period of five (5) years from date of delivery provided that the Product has been properly installed and operated under normal conditions.

(b) This warranty is void and of no effect and Global shall not be liable for any breach of warranty, express or implied, if the Product or any part or component thereof shall have been repaired or altered by persons other than Global unless expressly authorized in writing by Global, or if the Product is installed or operated contrary to Global's instruction or subjected to misuse, negligence or accident.

(c) There are no other warranties that extend beyond the warranty herein contained and no statement oral or written, inconsistent with this warranty is binding on Global. No agent, employee, representative or distributor of Global has any authority to bind Global to any confirmation, representation or warranty concerning the Product beyond that specifically included herein. Extension of or amendment to this warranty can be made only in writing by a duly authorized officer of Global.

(d) This warranty is made in lieu of all other warranties expressed or implied, including any warranty of merchantability of fitness for a particular purpose.

(e) Global's policy is one of continuous improvement of its products and therefore Global reserves the right to make changes in design or materials as Global may deem proper, without incurring any obligation to incorporate such changes in Product of prior manufacture.

(f) Buyer's remedies for breach of any warranty shall be limited as provided in the next section.

### REMEDY FOR BREACH OF WARRANTY AND LIMITATION

(a) Global agrees to repair or replace at Global's option any part of the Product manufactured by Global which during the period of five (5) years specified above, may prove upon Global's inspection to be defective in material and workmanship and not commercially acceptable; provided that such parts claimed to be defective are returned to Global's plant or another point designated by Global. Global shall not be responsible for labour costs for removal or replacement of defective parts.

(b) Under no circumstances shall Global be liable for buyer's lost profits or other consequential or incidental damages resulting from any cause whatsoever, including but not limited to any breach of warranty, negligence by Global, or alleged damaged or defective goods, irrespective of whether such defects are discoverable or latent. Global's liability, in all events, including any claim of negligence, shall not exceed and is limited to Global's retail list price for parts found to be defective.

(c) The remedies herein contained for breach of warranty and/or Global's negligence shall be exclusive.

### LIMITATION OF ACTIONS

a) Any action for breach of Global's warranty must commence within two (2) months of the time the cause of action accrues, unless the period for action is extended by Global in writing. This provision is made expressly in lieu of, and shall supersede any otherwise applicable statute of limitations.

b) This warranty applies to the Product manufactured by Global and does not apply to components, parts, or accessories purchased by Global. These items will carry only the warranty issued by the original manufacturer. Global will not be responsible for any warranty claims beyond that covered by the original component manufacturer.

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