WARRANTY Roof-Top Tent and Awning

This warranty covers Roof-Top tent and Awning products manufactured by Yakima Products, Inc. (Yakima), and applies to the original retail purchaser only.

The duration of this warranty is two years for roof-top tents and one year for awnings. Upon inspection of the product, Yakima will remedy defects in materials and/or workmanship by repairing or replacing, at Yakima's option, the defective product without charge for parts or labor, subject to the limitations and exclusions described in this warranty. Yakima may also elect to not repair or replace a defective product, in which case Yakima will issue, at Yakima's option, a refund equal to the original purchase price or a credit towards new Yakima product.

This warranty does not cover problems caused by normal wear and tear (including, but not limited to, scratches, dents, tears, aesthetic oxidation of surfaces, or natural breakdown of colors and materials over extended time and use), commercial use, improper storage/care, accidents, unlawful vehicle operation, or modifications or repairs not performed or authorized by Yakima.

In addition, this warranty does not cover problems resulting from conditions beyond Yakima's control including, but not limited to: theft, misuse, overloading, or failure to assemble, mount or use the product in accordance with Yakima's written instructions or guidelines included with the product or made available to the original retail purchaser.

If a product is believed to be defective, the original retail purchaser should contact the Yakima dealer from whom they purchased the product, who will give them instructions on how to proceed. If the original retail purchaser is unable to contact the Yakima dealer, or the dealer is not able to remedy the defect, they should contact Yakima by e-mail at: <u>yakwarranty@yakima.com</u> or phone 888.925.4621 for instructions.

Upon contacting Yakima, a technician will provide the original retail purchaser with appropriate instructions for returning the product. The original retail purchaser is responsible for the cost of shipping product to Yakima. In order to receive any remedy under this warranty (either from a Yakima dealer, or from Yakima directly), proof of purchase in the form of an original purchase invoice or receipt is strictly required.

LIMITATION OF LIABILITY

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT, OR THE ISSUANCE OF A REFUND OR CREDIT (AS DETERMINED BY YAKIMA), IS THE ORIGINAL RETAIL PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. DAMAGE OR INJURY TO THE ORIGINAL RETAIL PURCHASER, TO HIS OR HER VEHICLE, CARGO, OR PROPERTY, AND/OR TO ANY OTHER PERSON OR PROPERTY IS NOT COVERED BY THIS WARRANTY. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER EXPRESS WARRANTIES, WHETHER ORAL OR WRITTEN.

YAKIMA'S SOLE LIABILITY IS LIMITED TO THE REMEDY SET FORTH ABOVE. IN NO EVENT WILL YAKIMA BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY OTHER DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED

TO, LOST PROFITS OR LOST SALES). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.