

PROFORGED, LLC LIMITED WARRANTY

PROFORGED warrants to the original purchaser and only for the original vehicle on which parts are installed that all street-legal PROFORGED products will be free from defects in materials and workmanship a period of 1,000,000 (one million) miles from the date of original purchase.

The conditions of this Limited Warranty and the extent of responsibility of PROFORGED, LLC ("PROFORGED") under this Limited Warranty are as follows:

1. This Limited Warranty is non-transferrable and applies only to the original purchaser and only for the original vehicle on which parts are installed. This Limited Warranty applies only to PROFORGED chassis parts installed on passenger vehicles, vans and light trucks and does not cover products installed on vehicles or equipment used in any of the following circumstances: towing, racing, security, government and public service, fleet or commercial uses, off- road use (whether recreational or competitive), agricultural use, aviation, industrial, marine or motorcycle uses. Further, this Limited Warranty does not apply to any PROFORGED product which has been subject to misuse, neglect, abuse, accident, improper maintenance or misapplication, or which has been connected, installed, modified, adjusted or repaired by someone other than a qualified, licensed automotive mechanic or in a manner that does not conform to the vehicle's factory service manual or other instructions provided by the vehicle manufacturer.
2. This Limited Warranty does not cover blemishes or marring of appearance due to weather, road hazards, lack of maintenance or extreme temperature changes or general wear and tear.
3. The only obligation of PROFORGED under this Limited Warranty, and purchaser's sole remedy for breach of this Limited Warranty, are limited to repair of any product that proves to be defective during the warranty period or, in the sole discretion of PROFORGED, replacement of such products. In addition, PROFORGED may, in its sole discretion, provide a refund for any defective products in lieu of any repair or replacement. Any such refund shall not include shipping charges.
4. In the event PROFORGED provides a replacement product in connection with this Limited Warranty, such replacement product shall be covered under the terms and conditions of this Limited Warranty for a period of ninety (90) following shipment of such replacement product.
5. The determination of whether any products returned to PROFORGED satisfy the conditions of this Limited Warranty shall be made by PROFORGED in its sole discretion.

6. Prior to returning any product to PROFORGED, the purchaser must obtain a Returned Merchandise Authorization (RMA) number from PROFORGED customer service. Return product must be shipped in its original carton or equivalent carton, fully insured, with shipping charges prepaid. PROFORGED will not assume any responsibility for any loss or damage incurred in shipping.

7. PROFORGED has no responsibility for the cost of removal or reinstallation of the product and such costs shall be the sole responsibility of the purchaser.

8. This Limited Warranty covers the repair or replacement of PROFORGED products only. Except to that limited extent, PROFORGED will not under any circumstances be liable for any loss, cost, damage, or expense of any kind arising from a breach of these warranties or otherwise. Without limiting the foregoing, PROFORGED SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OPERATION, SERVICING, OR REPAIR OF ANY PROFORGED PRODUCT. IN NO EVENT WILL PROFORGED BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

9. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR PROFORGED PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. PROFORGED SPECIFICALLY DISCLAIMS AND PURCHASER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES ON THE PROFORGED PRODUCTS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE OR PURPOSE. PURCHASER'S ACCEPTANCE OF THE PROFORGED TERMS AND CONDITIONS OF SALE, OF WHICH THIS LIMITED WARRANTY IS A PART, CONSTITUTE ACCEPTANCE OF THE TERMS HEREOF.

10. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES, OR OF ANY EXPRESS OR IMPLIED WARRANTIES, IN SUCH JURISDICTIONS PROFORGED'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THIS LIMITED WARRANTY PROVIDED BY PROFORGED GIVES CUSTOMERS SPECIFIC LEGAL RIGHTS, AND CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. The disclaimers of liability included in this Limited Warranty shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.

11. This Limited Warranty shall be governed by the laws of the State of Colorado.

12. Purchaser and PROFORGED agree that any and all disputes between the parties in connection with or arising out of the existence, validity, construction or performance of this Limited Warranty shall be referred to binding arbitration in New Jersey in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with such rules. All costs of arbitration shall be split equally between the parties. Either party may enter any arbitration award in any court having jurisdiction or may make application to any such court for a judicial acceptance of the award and order of enforcement, as the case may be.

13. Should you have any difficulties with the performance of this product during the warranty period, please contact customer service at the address listed below:

PROFORGED, LLC
130 Cassia Way
Henderson, NV 89014
www.proforged.com