

TRANSFERRABLE LIMITED WARRANTY

SUMMARY OF WARRANTY: Darkhorse Cargo, Inc. warrants the structure of every cargo trailer purchased from an authorized DARKHORSE CARGO, INC. dealer to the first retail consumer and first transferee, for a period of three (3) years, to be free from substantial defects in materials and workmanship when used for its intended purpose. A "defect" means a failure of the unit to conform to the manufacturer's specifications and tolerances. The warranty period begins on the date of original purchase. This Transferable Limited Warranty ["TLW"] may be transferred from the first retail consumer to the first transferee during the warranty period with proper application and the processing fee of \$50 charged by DARKHORSE CARGO, INC. The 2nd Owner Registration and the Fee must be received by Darkhorse Cargo, Inc. within 30 days of the 2nd owner's purchase date. For purposes of this TLW, the term "structure" includes the interior and exterior sidewalls, floor, roof, and frame.

EXCLUSIONS FROM WARRANTY: Excluded from coverage under the TLW are: (1) items added, changed, or modified after the unit left the possession of DARKHORSE CARGO, INC.; (2) units used for any commercial purpose; (3) units used for residential use; (4) wear and tear caused by normal usage by the consumer; (5) the effects of alteration, tampering, mishandling, neglect, abuse, misuse, weather, acts of nature, acts of God, or corrosive atmospheres that promote rusting, oxidation, or pitting; (6) minor imperfections that do not interfere or affect the suitability of the unit for its intended use; (7) the effects of consumer's or transferee's failure to perform normal and routine maintenance [e.g., inspections, lubrication, adjustments, tightening of screws and bolts, tightening of lug nuts and wheels, sealing, rotating, cleaning, or other damages resulting from failing to perform routine maintenance; (8) damages resulting from misalignment or adjustments to axles or spindles caused by improper maintenance, modification, loading, unloading, road hazards, road defects, off road travel, or tire failures; (9) damages caused by the negligent or intentional use or misuse of the unit by the consumer or transferee, including but not limited to occurrences while towing the unit; (10) loss or damage caused by a person or business as a result of transporting the unit after sale to the consumer, delivering the unit, or parking the unit; (11) loss or damage to the plumbing system caused by freezing; (12) claims for personal injuries of any type; (13) costs of transportation of the unit for repairs; and (14) components that are warranted separately by another manufacturer [The warranty provided by a component manufacturer is the sole responsibility of that manufacturer, and DARKHORSE CARGO, INC. does not warrant those components. Please refer to the warranties issued by the component manufacturers for the terms and conditions of such warranties].

TO OBTAIN WARRANTY SERVICE: Warranty service may be performed only at DARKHORSE CARGO, INC. or at DARKHORSE CARGO, INC. authorized dealers and service centers. Contact DARKHORSE CARGO, INC. for a list of authorized dealers and service centers. **REPAIRS OR REPLACEMENTS BY UNAUTHORIZED DEALERS OR SERVICE CENTERS WILL VOID THIS TLW.** If the consumer believes that a claimed defect is covered by this TLW, contact must be made with an authorized dealer or service center **WITHIN THE WARRANTY PERIOD.** Sufficient information must be given to attempt to resolve the claimed problem. Should DARKHORSE CARGO, INC. determine that repair or replacement is appropriate, the consumer must deliver the unit to the dealer or service center as directed. Delivery shall occur no later than thirty (30) days after the authorization for repair or replacement. Do not deliver your unit to DARKHORSE CARGO, INC., or an authorized dealer or service center without prior authorization. All costs incurred by the consumer for transportation for warranty service shall be the sole responsibility of the consumer. The dealer or service center shall repair or replace any warranted defect within a reasonable time, but no later than ninety (90) days after delivery by the consumer. Should the unit not be repaired or replaced within said time period, then the consumer must contact DARKHORSE CARGO, INC. by **CERTIFIED MAIL** with a written description of the claimed warranted defect and the efforts to remedy it. **FAILURE TO SO NOTIFY DARKHORSE CARGO, INC. IN THIS REGARD SHALL RENDER THIS TLW VOID AS TO THE CLAIMED DEFECT.** After receipt of such notice, DARKHORSE CARGO, INC. shall repair or replace such warranted defect within a reasonable time, but not later than ninety (90) days after delivery by the consumer. The scheduling of warranty work at an authorized dealer or service center is not controlled by DARKHORSE CARGO, INC. COMPANY and delays may be experienced. DARKHORSE CARGO, INC. is not responsible for loss of use of the unit, expenses for fuel, telephone, food, lodging, travel, loss of income or revenue, or loss of or damage to personal property.

DISCLAIMER AND LIMITATIONS OF WARRANTIES: NEITHER DARKHORSE CARGO, INC., NOR ITS DEALERS, SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR ANY OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THIS PRODUCT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, EQUITY, OR ANY OTHER THEORY, EVEN IF DARKHORSE CARGO, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DARKHORSE CARGO, INC.'S, ENTIRE LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED IN ITS ENTIRETY FROM APPLICATION TO THIS TRANSFERABLE LIMITED WARRANTY. THE FOREGOING TRANSFERABLE LIMITED WARRANTY, AND THE REMEDIES THEREUNDER, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY DARKHORSE CARGO, INC. THIS TRANSFERABLE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY DEPENDING ON LOCAL LAW. SOME STATES LIMIT OR PROHIBIT LIMITATIONS OF WARRANTIES, SO THE ABOVE MAY NOT APPLY TO YOU. YOU SHOULD CONSULT A COMPETENT ATTORNEY FOR LEGAL ADVICE. ANY IMPLIED WARRANTIES EXISTING UNDER THE LAW SHALL BE LIMITED TO 2 YEARS FROM THE DATE OF ORIGINAL PURCHASE.

MISCELLANEOUS: No repair or replacement effected shall cause any extension or renewal of the warranty period. DARKHORSE CARGO, INC. may make parts and/or design changes from time to time without notice and repairs or replacements may be made with new or different parts. DARKHORSE CARGO, INC. reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured. At DARKHORSE CARGO, INC.'s sole option, any dispute concerning any warranted defect may be resolved through mediation or arbitration. In the case of arbitration, an arbitrator from the American Arbitration Association (AAA) shall be selected. This TLW shall be governed by the laws of the State of Michigan, and any legal action shall be brought only in the Circuit or Superior Court of St. Joseph County, Michigan. **ANY ACTION TO ENFORCE THESE EXPRESS OR ANY IMPLIED WARRANTIES SHALL NOT BE COMMENCED MORE THAN NINETY (90) DAYS AFTER THE EXPIRATION OF THE ONE YEAR WARRANTY COVERAGE PERIOD DESIGNATED ABOVE.**

WARRANTY REGISTRATION AND CONTACT INFORMATION: The warranty registrations for component parts should be completed and delivered in accordance with the instructions contained therein. The TLW registration must be completed and returned to DARKHORSE CARGO, INC. within fifteen (15) days of delivery of the unit to the consumer. Failure to do so can void this TLW or cause delays in obtaining benefits. The TLW registration, and all inquiries, must be directed to: DARKHORSE CARGO, INC. 500 S. Miller Rd., White Pigeon, MI 49099 • Telephone: (269) 464-2620.