



TrailerBlade™ Ten Year Limited Warranty

FleetAero® warrants to the first purchaser only its TrailerBlade™ side skirts to be free from any manufacturing or material defects, when properly maintained and under normal use and service, for a period of ten (10) years from the date of purchase (the "Warranty Period").

WARRANTY LIMITATIONS

FleetAero makes no warranties, either expressed or implied, with respect to:

1. Damage associated with normal wear and tear, abuse, neglect, improper installation, or damage as a result of an accident or corrosion sustained to surfaces or parts previously compromised by damage.
2. Cosmetic damage.
3. Corrosion damage specifically caused by the introduction of chemical compounds that have a detrimental effect on the components. These caustics typically include acids, caustics, brighteners, brake fluid, chlorides and the like. Some cleaning solutions may contain these items and should not be used.
4. Wear items such as springs, clamps, and clamp bolts.

Exclusions.

This Limited Warranty is void and FleetAero shall not be liable if

1. FleetAero determines that the Product, Brackets, Hardware, or Colored Film (PolyBlade™) have been serviced by anyone other than a FleetAero certified installer,
2. The Product, Brackets, Hardware, or Colored Film (PolyBlade) are damaged, in FleetAero's sole discretion, as a result of an external collision or an occurrence of an accident, improper use or misuse, misapplication, abusive operation, insufficient care, negligence, lack of proper upkeep, use of improper tools or substances on the components, modifications made to the Product, Brackets, Hardware without authorization of FleetAero; and/or
3. The Product, Brackets, Hardware, or Colored Film (PolyBlade) were not used in compliance with FleetAero's manuals or instructions.

Remedies.

If FleetAero determines that, due to a defect in materials or workmanship, the Product, Brackets, or Hardware have malfunctioned or the Colored Film (PolyBlade) has become discolored, the Customer's sole remedy and FleetAero's sole liability shall be, at FleetAero's option, to repair or replace, at its option, any part which is the result of defective material or defective workmanship. Parts determined by FleetAero, in its sole discretion, to be defective under this warranty shall: (i) be replaced with either similar parts at no charge; or (ii) Customer shall be reimbursed for an amount determined by the following formula:

The number of months remaining under this warranty is divided by 120; the result is multiplied by the customer's current price for the part(s) or unit. The replacement cost does not include the cost of removal or installation labor, shipping, or any taxes.



TrailerBlade™ Ten Year Limited Warranty (CONTINUED)

FleetAero shall have the sole right to determine whether a defect in materials or workmanship has occurred. In order to be eligible for this limited remedy, the Customer must:

1. Deliver a written claim to FleetAero with sufficient detail and evidence within fifteen (15) days of the discovery of the defect,
2. Return the reportedly malfunctioning Product, Brackets, Hardware, or Colored Film (PolyBlade) with proof of purchase within the applicable Warranty Period to FleetAero, and
3. Pay the costs of packaging, shipping, labor, insurance, and taxes for the repair or replacement.

Warranty of Replacement Product, Brackets, Hardware, Colored Film (PolyBlade).

A replacement assumes the remaining Warranty Period of the original product and shall not act to extend the term of this limited warranty.

Warranty Not Assignable. This Limited Warranty shall only be available to the first purchaser and not to any subsequent owner of the Product, Brackets, Hardware, or Colored Film (PolyBlade)

Used Products. All used products are sold "as is" without any warranty whatsoever, and the Customer accepts all risks and perils regarding such used products.

LIMITATION OF LIABILITY AND DAMAGES

THE WARRANTY PROVIDED HEREIN COVERS THE PHYSICAL PRODUCTS ONLY AND DOES NOT COVER INSTALLATION COSTS OR INSTALLATION LABOR. THE WARRANTY PROVIDED HEREIN IS NOT TRANSFERABLE NOR ASSIGNABLE. THE WARRANTY PROVIDED HEREIN IS THE EXCLUSIVE WARRANTY PROVIDED BY FLEETAERO AND SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS WHETHER WRITTEN OR ORAL BY. THE MANUFACTURER AND MANUFACTURER'S RESELLERS (COLLECTIVELY REFERRED TO AS "THE SELLERS") DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN NO EVENT WILL THE SELLERS BE LIABLE FOR DAMAGES OR LOSS, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF ANY CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OR THE INABILITY TO USE THE TRAILERBLADE OR THE TRAILER ON WHICH IT IS INSTALLED, INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM DEFECTS IN THE TRAILERBLADE, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOSS OF USE OF THE VEHICLE, (OTHERWISE KNOWN AS VEHICLE DOWNTIME), IS SPECIFICALLY EXCLUDED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE TRAILERBLADE SIDE SKIRT IS ASSUMED BY CUSTOMER. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PARTIES. IN NO EVENT WILL THE SELLERS' TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND IN RELATION TO THE TRAILERBLADE EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE TRAILERBLADE OR THE CUSTOMARY SELLING PRICE FOR THE REPLACEMENT PARTS.