



# Warranty

## Warranty Claims

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## End-User Warranty for Switch-N-Go Products

The following Warranties are made by Switch-N-Go, LLC ("SNG") to any person or entity (the "End-User") of Switch-N-Go brand products (the "Goods") who has purchased the Goods new and unused from an authorized Switch-N-Go dealer or upfitter with the intention of using the Goods for the End-User's own purposes and not for resale. The Warranties are subject to all of the terms, conditions and limitations set forth below.

**IT IS IMPORTANT THAT AN END USER REGISTER ITS EQUIPMENT WITH SNG PROMPTLY FOLLOWING THE PURCHASE OF THE GOODS TO ASSURE THAT ANY POTENTIAL WARRANTY SERVICE NEEDED IS DELIVERED BOTH QUICKLY AND EFFICIENTLY WITHIN OUR SERVICE NETWORK. TO REGISTER YOUR PURCHASE ON THE WARRANTY REGISTRATION AT [switchngo.com/warranty](https://switchngo.com/warranty).**

### 1. Warranties

**1.1 Limited Warranty** | For the benefit of the End-User only, and subject to the rules, exclusions, claim procedures and limitations set forth in this Section 1, SNG warrants that all new Goods manufactured by SNG shall be free from defects in material and workmanship for the periods (the "Warranty Period") specified in Section 1.2, below. The term "End-User" means the person or entity who first purchased new and unused Goods from an authorized Switch-N-Go dealer or upfitter for such person's or entity's personal use and without any immediate intention of re-selling the Goods. The Warranties set forth herein may not be assigned by an End-User to any third party.

#### 1.2 Warranty Periods |

**a. Body Cable Lift Pin - Five Year Limited Warranty.** SNG warrants the Body Cable Lift Pin to be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of purchase by the End-User.

**b. Scissor Hoist and Sub-Frame Assemblies - Three Year Limited Warranty.** SNG warrants that the Scissor Hoist and Sub-Frame Assemblies shall be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of purchase by the End-User.

**c. Winch and Pump - Three Year Limited Warranty.** SNG warrants the winch and hydraulic pump to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of purchase by the End-User.

**d. General One-Year Warranty.** Except as otherwise provided in Sections 1.2(a), (b) and (c), above, SNG warrants that the Goods shall be free from defects in materials or workmanship under normal use and service for a period of one (1) year from the date of purchase by the End-User.

#### 1.3 Warranty Periods |

**a. Alteration; Abuse.** The limited warranty set forth in this Section 1 shall be void with respect to Goods which have been: (1) altered by End-User or any third party; (2) repaired by other than SNG personnel or a SNG approved contractor; (3) subjected to misuse, abuse, neglect or accident; (4) damaged by improper installation or application; (5) failed or damaged winch cables due to abuse from shock loading or overloading the system; and (6) blown fuses, burnt wiring and overheated electrical components resulting from installer error and/or operator misuse

**b. Certain Components Excluded.** The limited warranty set forth in this Section 1 shall not apply to, and no warranty is given with respect to: (1) parts, accessories, truck bodies, or components manufactured by others, including, but not limited to, belts, springs and electrical components; and (2) bearings and motors. The limitations set forth under this Section 1.3(b) shall not apply to hydraulic hoses, hydraulic control valves, fender kits, control pendants and winch stop switches. Such items are covered under the warranty set forth in Section 1.2(d), above.

**c. Stacking of Products for Shipping.** The limited warranty set forth in this Section 1 shall not apply to,



and no warranty is given with respect to: (1) Goods that are damaged due to being stacked/packaged, loaded, and/or unloaded inside of other products at the election of the End-User, Upfitter or Purchaser in order to minimize freight expense or for other reasons; or (2) Goods that are damaged due to being stacked/packaged, for the purpose of shipping, and have not been unloaded within seven (7) days upon taking delivery.

**1.4 Other Limitations** | The following limitations apply to the limited warranty given under this Section 1:

- i. The warranty applies to the original installation of Goods on a truck chassis only, and not to subsequent installations.
- ii. The warranty is void if the Goods are purchased or used outside the mainland United States and Canada. Goods purchased or used in Hawaii, Alaska and/or U.S. Territories are not covered under the warranty.
- iii. The warranty is void if the Goods have been subject to other than normal usage and/or are not used and maintained in accordance with the operational manual.
- iv. The warranty applies only to Switch-N-Go Goods and excludes add-on attachment and modifications to such Goods.
- v. The warranty of the Hoist System and Hoist Sub-Frame Assemblies is null and void if a part, accessory, truck body or sub-frame manufactured by an unauthorized third party is used with the Switch-N-Go Goods.
- vi. To qualify for warranty coverage under this warranty, the Switch-N-Go Goods must be properly installed only by a Switch-N-Go authorized dealer, or upfitter and maintained and serviced properly thereafter.
- vii. The warranty shall not apply to, and SNG shall have no liability for, Goods which have been overloaded, repaired or worn out due to normal wear and tear, or damaged by corrosive materials.
- viii. The warranty shall not apply, and SNG shall have no liability for, any damage attributable to accident, lightning or connection to a power source having a greater rating than that specified in the operational manual.
- ix. The warranty shall not apply to, and SNG shall have no liability for, loss or damage to cargo or Goods carried on any Switch-N-Go Goods at any time or for any reason, or for consequential damages arising from any Switch-N-Go Goods which are found to be defective.
- x. The warranty shall not apply to, and SNG shall have no liability for, loss or damage to vehicles upon which Switch-N-Go Goods have been installed.
- xi. The warranty is solely for the benefit of the original End-User and is not transferable.

**1.5 Paint, Powder, and or other Coatings** | The limited warranty set forth in this Section 1 in regards to paint, powder coat, and or other coatings will apply to workmanship. However, it shall not apply to, and no warranty is given with respect to: (1) Minor coating damage (scuffs or scratches) to Goods that are stacked inside of other products at the election of the End-User, Upfitter or Purchaser in order to minimize freight, expense or for other reasons; (2) Goods that have been stacked, for the purposes of shipping, and have not been unloaded within seven days upon taking delivery (Goods must be unstacked in order to prevent pooling water that can result in paint/powder damage); (3) Goods that have been primed only or to be shipped raw with no finish paint, powder, and/or other finish coating; (4) environmental damage resulting from time spent on a dealer's or upfitter's lot (this damage can include, but is not limited to: rust, storm damage, exposure to extreme temperatures); (5) paint/powder or any other finish applied or paint/powder preparation done by the End-User, dealer, upfitter, or other third party; (6) deterioration of paint/powder and appearance associated with normal wear and use; (7) rock chips and road debris; (8) paint/powder deterioration caused by chemical reactions including, but not limited to, acid rain, industrial fallout, harsh road salt, and/or chemicals; (9) understructure and/or inside of bodies - due to the versatile nature of Switch-N-Go Goods being on an uncontrolled ground surface for much of their use.

**1.6 Exclusive Warranty** | THE WARRANTY SET FORTH IN SECTION 2, BELOW, WITH RESPECT TO PATENT INFRINGEMENT, AND THE LIMITED WARRANTY SET FORTH IN THIS SECTION 1 ARE THE EXCLUSIVE WARRANTIES GIVEN BY SNG WITH RESPECT TO THE GOODS AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

**1.7 Limitation of Remedies for Breach of Warranty** |

**a. Generally.** In the event of a breach of the limited warranty set forth in this Section 6, End-User's sole remedy, and SNG's sole obligation, is limited to the repair or replacement of the Goods by SNG, at SNG's option. Such limitation shall apply regardless of whether the claim is characterized as arising out of breach of warranty, contract, tort (including, without limitation, fraud, fraudulent misrepresentation, negligence and/or negligent misrepresentation), strict liability, statutory liability, indemnity or otherwise. The expense of freight to the repair site shall be the responsibility of End-User. Except as provided in Section 1.7(b), below, the expense of freight from the repair site to End-User shall be the responsibility of SNG. If the repair site is other than a SNG factory or a location designated by SNG, reasonable out of pocket expenses, including, but not limited to, travel and lodging for SNG's service personnel shall be the sole responsibility of the End-User. End-User shall be solely responsible for any costs associated with making the Goods accessible or otherwise available to SNG for the performance of repair work on, or the replacement of, the Goods. Unless otherwise agreed in writing by End-User and SNG, SNG shall not be responsible for any back charges of any nature whatsoever. SNG shall in no event be liable for any monetary damages as a result of a breach of the warranty set forth in this Section 1.

**b. Items Not Covered Under Warranty.** In the event that an item is claimed by the End-User to be defective, but is not found to be covered by the warranty set forth in this Section 1, the item will be returned to the End-User. End-User shall in such case be responsible for all freight charges to and from the repair site and other expenses reasonably incurred by SNG with respect to the item, including, without limitation, labor costs associated with the handling, inspection and packing of the item.

**c. Parts.** Parts that fail within the ninety (90) days of the original sale will be replaced by new parts. Parts that fail after such ninety (90) day period may be replaced by either new or refurbished parts. Repaired or replacement components or parts shall be returned to the End-User free of charge via standard ground shipping. Any expedited shipment shall be at the End-User's expense.

**d. Required Compliance With Warranty Claim Procedures.** The obligation of SNG to provide the remedies set forth in this Section 1 are conditioned upon compliance by the End-User with the warranty claim procedures set forth in Section 1.9, below.

**1.8 Assignment of Third Party Warranties** | If the Goods contain components which are manufactured by third parties (such as, but not limited to, power units and winches), and which carry a warranty from the manufacturer, SNG shall assign such warranties to End-User, to the extent permitted by the terms of such warranties. SNG makes no representations or warranties with respect to any such warranties, and End-User shall look solely to the third party manufacturer for the performance of such warranties. Nothing in this Section 1.8 shall be construed as imposing any warranty obligations upon SNG which are different than, or greater in scope than, those assumed by SNG in Sections 1.1 through 1.7, above, and Section 2, below.

**1.9 Warranty Claim Procedures** | The obligations of SNG under this Section 1 are conditioned upon compliance by the End-User with the warranty claim procedures set forth in this Section 1.9. SNG shall have no obligation to the End-User under this Section 1 if End-User materially fails to comply with the following warranty claim procedures:

**a.** Warranty claims may be made, in writing only, by contacting an authorized Switch-N-Go dealer or SNG, 607 Erie Street, Saegertown, PA 16433.

- b.** The warranty claim must be received in writing no later than the expiration of the applicable Warranty Period. A minimum of two (2) photos, if applicable, must accompany the claim.
- c.** The End-User must provide a credit card number to SNG against which non-warrantable repairs and/or replacement costs and shipping costs can be charged. SNG will initially charge the credit card for shipping costs. If the returned Goods are determined to be covered under warranty, the End-User's credit card will be credited back for amounts charged against the credit card which are covered under the warranty.
- d.** To make a valid warranty claim, the End-User, i.e., the original owner, must first have completed and returned to SNG an official Switch-N-Go Warranty Card within thirty (30) days of taking delivery of the Goods. In lieu of this requirement, a copy of the original bill of sale with legible date of purchase and serial number (if applicable) must be submitted with the warranty claim in order for the claim to be valid.
- e.** SNG, by its authorized representative(s), reserves the right to inspect Goods claimed to be defective and to resolve the claim, as SNG determines to be appropriate, by repair or replacement. Unauthorized repair or replacement prior to such inspection may void the warranty claim.
- f.** Goods claimed to be defective must be returned to SNG or a Switch-N-Go authorized dealer for warranty evaluation within thirty (30) days of the claim being submitted. The Switch-N-Go authorized dealer will process the claim through SNG. All parts returned with valid warranty claims are to be shipped prepaid to SNG. All collect shipments will be refused.

## 2. Patent Infringement

**2.1 Warranty** | SNG warrants that the Goods, and any part of the Goods which are manufactured to SNG's design, shall be delivered free of any rightful claim of infringement of any United States patent.

**2.2 Obligation to Defend** | Upon prompt written notification by End-User of any claim of patent infringement, SNG shall defend or settle any claim of patent infringement at SNG's sole cost and expense. End-User shall provide any information and assistance requested by SNG in providing such defense.

**2.3 Remedies** | SNG shall pay all damages and costs awarded against End-User incurred as a result of a breach of the warranty contained in this Section 2. In the event that the use of the Goods or parts is enjoined or in the event SNG decides to defend or settle a claim of patent infringement, SNG shall at its sole expense and option, either: (1) procure for End-User the right to continue using such Goods or parts; (2) replace the Goods or parts so that they are non-infringing; or (3) remove the Goods or parts and refund the purchase price, less reasonable depreciation for any period of use. The remedies set forth in this Section 2.3 shall constitute the sole and exclusive remedies of the End-User in the event of a breach of the warranties contained in this Section 2.

**2.4 Exclusions** | The warranty set forth in this Section 2 shall not apply to: (1) any Goods or parts specified by End-User or manufactured to End-User's design; (2) any Goods or parts altered or modified by End-User or any third party; or (3) the use of any Goods in conjunction with any other product, not manufactured by SNG. With respect to the Goods described in this Section 2.4, SNG assumes no liability for patent infringement and End-User shall defend, indemnify and hold SNG harmless from any claims, liability, damages or expenses, including reasonable attorneys' fees, as a result of any patent infringement claims arising therefrom.

## 3. Limitation of Damages

**3.1 Exclusion of Certain Damages.** | In no event shall SNG or SNG's employees, officers, directors, representatives, affiliates and/or agents be liable for consequential, incidental or punitive damages incurred by End-User or any third party in connection with any matter arising out of or relating to the Warranties set forth herein, or the breach thereof, regardless of whether such damages are characterized as arising out of breach of warranty, tort (including, without limitation, fraud, fraudulent misrepresentation, negligence and/or negligent misrepresentation), contract, strict liability, statutory liability, indemnity or otherwise. Such limitations shall apply regardless of whether SNG has been advised or otherwise made aware of the possibility of such damages arising. For purposes of this Section 3.1, consequential damages include, but





are not limited to: (1) End-User's lost production, sales and/or profits; (2) End-User's loss of use of the Goods and/or any other equipment; (3) End-User's cost of capital; or (4) any claims of customers of the End-User against End-User or SNG

**3.2 Limitation of Amount** | Notwithstanding any other provision of this Contract, the total liability, in the aggregate, of SNG and SNG's employees, officers, directors, representatives, affiliates and agents to End-User or any third party claiming through or under End-User for any claims, losses, damages, or costs arising out of or relating to the Warranties set forth herein, or the breach thereof, shall not exceed the total consideration paid by the End-User for the Goods. This Section 3.2 shall apply regardless of whether the claim is characterized as arising out of breach of warranty, contract, tort (including, without limitation, fraud, fraudulent misrepresentation, negligence and/or negligent misrepresentation), strict liability, statutory liability, indemnity or otherwise..

## 4. Compensation Rate and Standard Repair Hours

**4.1 Compensation Rate** | SNG will pay our standard allotted shop labor rate of \$85 per hour for SNG equipment repairs. All repairs outside of the ones listed below will need to be both identified and received an approved cost estimate prior to the repair service occurring. Any repairs conducted without prior approval risk forfeiture of compensation.

**4.2 Standard Repair Hours** | The table below identifies standard SNG warranty repairs and the corresponding times allotted by SNG for those repairs. Any requested deviation from this list needs to have prior approval from the SNG warranty department prior to the repair being conducted.

| Switch-N-Go® Labor rates for Dealer Repairs                        | Part Number | Labor Hours |
|--|-------------|-------------|
| Replace 3210132 Warn 15000 electric winch                          | 3210132     | 1.5         |
| Replace 3210138 Warn 18000 Hydraulic winch                         | 3210138     | 1.5         |
| Replace Warn electric winch motor                                  | 3210133     | 2           |
| Replace Warn Relay Block   | 3210102     | 1.5         |
| Replace Bucher electric Hydraulic Pump assembly                    | 3180100     | 1.5         |
| Replace electric Bucher hydraulic pump motor                       | 3180130     | 1.5         |
| Replace Bucher Hydraulic Valve Manifold                            | 3180155     | 3           |
| Warn Winch Brake (depending how parts come apart) Rusty bolts etc. | 3210105     | 4           |
| Diagnosis Work Maximum w/o preapproval                             | —           | 1           |



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