



HUTCHENS SUSPENSION WARRANTY

WARRANTY COVERAGE

Hutchens Industries, Inc. (“Hutchens”) warrants, except with respect to leaf springs and pneumatic components, to the first purchaser only, that parts, suspension components and units sold by Hutchens will be free from defects in material and workmanship under normal use and service and proper operation for a period of five (5) years from the date of shipment. With respect to leaf springs and pneumatic components, Hutchens shall have no liability or duty except to assign to the Buyer any claim which Hutchens may have against the manufacturer thereof. **THIS WARRANTY SHALL NOT APPLY AND NO WARRANTY OF ANY KIND SHALL EXIST AS TO ANY PRODUCT WHICH HAS BEEN SUBJECT TO ABUSE, MISUSE, NEGLIGENCE OR ACCIDENT OF ANY TYPE OR CAUSE OR WHICH HAS BEEN REPAIRED, REPLACED, SUBSTITUTED OR USED WITH PARTS OTHER THAN GENUINE PARTS OF HUTCHENS OR ALTERED BY ANYONE.** In addition, Hutchens is not responsible for and shall have no liability with respect to damages resulting from improper installation or operations beyond design capability. Hutchens, in its sole discretion, shall determine whether or not any Product is defective or otherwise covered or not covered by this Warranty. No action for breach of this Warranty may be commenced more than one (1) year after the occurrence of the alleged breach. This Warranty is not transferable.

WARRANTY AND DAMAGE DISCLAIMERS

HUTCHENS SHALL NOT BE LIABLE FOR THE LOSS OF USE OF ANY PRODUCT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE ARISING FROM A CLAIM UNDER THIS WARRANTY OR ANY OTHER FAILURE TO COMPLY WITH THE TERMS OF THE CONTRACT BETWEEN HUTCHENS AND THE BUYER WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF THE BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. HUTCHENS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN AS HEREIN EXPRESSLY PROVIDED, AND HUTCHENS SPECIFICALLY DISCLAIMS AND BUYER EXPRESSLY WAIVES ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCLUSIVE REMEDY

The Buyer’s exclusive remedy for breach of Hutchens’ warranty is limited to repair or replacement, at Hutchens’ sole discretion, of any part not in compliance with Hutchens’ warranty. In the event the buyer makes any claim under Hutchens’ warranty, Hutchens reserves the right to require any Products to be returned for inspection, at the Buyer’s expense, to Hutchens’ facility in Springfield, Missouri.



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