



CAMION® LIMITED WARRANTY:

Camion®, a division of Enduraplas, LLC (“Camion®”) agrees to provide this non-transferable, non-assignable limited warranty (“Limited Warranty”) to the original end-user purchaser (“Buyer”) only of registered Camion® products (“Camion® Products”) pursuant to the terms and conditions provided herein. By accepting delivery of Camion® Products the Buyer likewise agrees to the written terms and conditions of this Limited Warranty. This Limited Warranty gives the Buyer specific legal rights and the Buyer may have other rights that vary from state to state.

A. LIMITED WARRANTY COVERAGE

Camion® Products Complete Product Limited Warranty – Subject to the terms and conditions of this Limited Warranty, Camion® warrants to the Buyer of Camion® Products that it will be free from defects in workmanship for a period of two (2) Winter Seasons after the date of original purchase. Winter Season means October 1 through March 31 of any given year. At its sole option, Camion® will repair or replace defective parts at no charge for parts and labor.

Camion® Products Proprietary Parts and Frames Limited Warranty – Notwithstanding the foregoing and subject to the terms and conditions of this Limited Warranty, Camion® warrants to the Buyer of Camion® Products that the parts and frames will be free from material defects in materials or workmanship for a period of one (1) Year after the date of original purchase. At its sole option, Camion® will repair or replace defective parts at no charge for parts, but labor shall be the responsibility of the Buyer.

Third Party Parts and Components – This Limited Warranty does not cover certain third party manufactured parts and components, as such parts and components are covered by separate limited warranties provided by such third party manufacturers. For information regarding said limited warranties, please see each individual third party limited warranty.

Camion® Products Polyethylene Tank Limited Warranty - This Limited Warranty does not cover Camion® Products Polyethylene Tank(s), as such materials are covered by a separate limited warranty provided by Enduraplas®, LLC. For information regarding said limited warranty, please see the Enduraplas® Limited Warranty.

B. WHAT THIS LIMITED WARRANTY DOES NOT COVER

Camion® does not provide any warranty coverage, nor have any liability or responsibility for any defects, costs, expenses, or damages relating to any of the following:

- Expendable parts, such as nuts, bolts, etc. or any parts not furnished by Camion® or any damage caused by such parts.
- Airborne chemicals, road debris, salt, hail, floods, fire, windstorms, lightning or other acts of nature and other environmental conditions.
- Water contamination.
- Any part or product installed, repaired, or altered by anyone other than a Camion® Products authorized dealer or any damage caused by such parts or products.
- Normal wear and tear.
- Normal maintenance services.
- Incidental or consequential damages, including but not limited to inconvenience, transportation, personal injury, loss of property or loss of revenue.
- Parts or products that have been subject to abuse, negligence, accident, theft, tampering, misuse, neglect, corrosion, mishandling, improper installation, lack of or improper maintenance, care or storage.



Installation of Camion® Products to a vehicle, including modification of Camion® Products or any such vehicle, is entirely at the Buyer's risk and expense, and compliance with motor vehicle regulations is the responsibility of the Buyer. Camion® is not responsible for any damage whatsoever to vehicles caused by installation or use of Camion® Products equipment.

Camion® Products are not intended for personal, family or household use and, as such, this Limited Warranty does not cover such use.

C. OTHER WARRANTIES DISCLAIMED AND EXCLUDED

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE LIMITED WARRANTY HEREIN STATED, AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CAMION® EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, INFRINGEMENT, CUSTOM OR USAGE OF TRADE, AND COURSE OF DEALING. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF CAMION® HAS AUTHORITY TO BIND CAMION® TO ANY REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS LIMITED WARRANTY.

D. PROCEDURE FOR OBTAINING WARRANTY COVERAGE

To submit a Limited Warranty claim, the Buyer must notify Camion® of the claimed defect within ten (10) days that the defect becomes known, in writing, at: cs@camionsystems.com. The original invoice or other similar proof of purchase of the applicable product or part must be provided by the Buyer to Camion® when making a claim under this Limited Warranty. Warranty claims must be received in writing by Camion® within the Limited Warranty period. To obtain service pursuant to this Limited Warranty, the Buyer must return the defective product or part to any Camion® Products authorized dealer (preferably, the dealer from whom the product or part was purchased). The Buyer shall be responsible for all transportation expenses to and from said dealer and accepts all risk of any damage in transit. To locate the nearest Camion® Products authorized dealer, please see the dealer locator at www.camionsystems.com.

The Limited Warranty is given solely to the Buyer and may not be transferred or assigned to any other person.

If you have questions about this Limited Warranty, contact Camion® at: cs@camionsystems.com.

E. GOVERNING LAW

This Limited Warranty will be governed by the laws of the State of North Dakota, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. Any disputes regarding matters relating to this Limited Warranty will be resolved exclusively in the State of North Dakota and all parties consent to such jurisdiction. RIGHTS TO A JURY TRIAL, CLASS ACTION AND CONSOLIDATED DISPUTE RESOLUTION PROCEEDINGS ARE HEREBY WAIVED TO THE FURTHEST EXTENT PERMITTED BY LAW.



F. DISCLAIMER OF EXPENSES AND DAMAGES

The performance of necessary repairs and replacements, as determined by Camion® in its discretion, is the sole and exclusive remedy under this Limited Warranty or any implied warranty. Camion® does not authorize any person, including Camion® Products authorized dealers, to create for it any other obligation or liability in connection with Camion® Products. Except to the extent prohibited by applicable law, Camion® shall not be liable for personal injury, property damage, loss of liquid, loss of profit, incidental, consequential, contingent or special damages, or any other damages resulting from the use of, or inability to use, Camion® Products whether based on breach of this written Limited Warranty or any implied warranty, breach of contract, negligence or strict liability.