



Limited Warranty Policy

COMPLETE ASSURANCE LIMITED WARRANTY: L.A. West, Inc. (hereafter referred to as Warrantor) warrants to the original purchaser (hereafter referred to as Owner) that its workmanship and its materials shall be free of substantial or material defects with regards to any and all parts or assembly labor attributable to Warrantor, under normal use and service. The warranty period shall be as follows: (3) three years or (36,000) thirty-six thousand miles from the date of original purchase, whichever shall happen first.

WARRANTY PERFORMANCE: Warrantor will repair or replace, at its sole election, any defective part covered under this warranty, at no expense to the Owner. Unless otherwise approved in writing and signed by all parties, Owner shall be responsible for expenses arising out of or relating to transporting the product and / or vehicle to the appropriate Warranty Service location. Every reasonable effort shall be made to select and provide a suitable Warranty Service location in close relative proximity to Owner for necessary inspection and / or repair of vehicle. In the event that a specified part is deemed non-reparable and exact replacement is no longer available, all reasonable effort shall be made to obtain suitable replacement of equivalent value and function for substitution in place of original. Notwithstanding, Warrantor reserves the right to change the parts and designs of its products without notice with no obligation to make corresponding changes to previously manufactured products.

WARRANTY EXCLUSIONS: This warranty shall NOT cover the following:

- 1) Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.*
- 2) Damage caused by misuse, abuse, negligence, accident or acts of God. Usage of this product in a manner inconsistent with its design intentions or inconsistent with the manufacturer's instructions and recommendations will void this warranty with respect to damage caused by or relating to such inconsistent usage.*
- 3) Products, which have been repaired, altered or modified by any party other than Warrantor.*
- 4) Accessories or parts not installed by Warrantor, including but not limited to; chassis and its component parts.*
- 5) Expenses arising out of, or related to, the transporting of the product to an appropriate Warranty Service Location for service.*
- 6) Expenses arising out of, or related to, normal maintenance, such as: cleaning interior/exterior, lubrication and/or minor adjustments of moving parts, etc.*

The following actions or events will result in the automatic termination of this warranty and will relieve Warrantor from any and all obligations under this warranty:

- 1) Misuse or neglect of the product, failure to provide reasonable and necessary maintenance, unauthorized alteration or modification, accident or improper loading.
- 2) Sale of this vehicle to third party. This warranty is non-transferable.
- 3) The expiration of the warranty period set out herein.

WARRANTY CLAIM PROCEDURES: All warranty claims must be reported within the warranty period. Warrantor must authorize all warranty service requiring repair or replacement prior to such repair or replacement being performed. Warranty service may be reported directly to the Warrantor or to one of their authorized dealer or sales representatives. If warranty personnel approve warranty service, you must leave the unit at the appropriate Warranty Service location for a sufficient time to effect service.

LIMITATIONS: THIS WRITTEN WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.

RECOVERY LIMITATIONS: NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT. These limitations include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; lodging, inconvenience or other incidental damages.

LEGAL RIGHTS: This written warranty constitutes the entirety of the agreement between Warrantor and Owner. Warrantor does not authorize any person to expand, amend or alter this liability in connection with this product. No alteration of this agreement shall be deemed valid unless and until it has been agreed to in writing and signed by all parties. Disputes arising from any repair, replacement parts or any other aspect of repair and/or warranty shall be resolved in accordance with the accepted practices and procedures of the American Arbitration Association relating to commercial transactions in the State of North Carolina. Arbitration results shall be binding by both parties. Both parties' arbitration related expenses shall be paid by _____ losing _____ party.

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 of 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISION PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE OR PROVINCIAL LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

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