

# J-wheelz

## 90 Day Limited Warranty

By purchasing the J-wheelz product customer acknowledges and agrees to all terms and conditions set forth in this Limited Warranty.

**What is covered by this Limited Warranty?** Creative Solutions, L.L.C. (the “Company”) warrants to the original customer only, that all J-wheelz components and hardware comprising the product will be free from defects in materials and workmanship for a period of 90 days from the date of purchase of the product by customer (the “Term”). The product includes the coupler nuts, ½” bolts, ½” nuts, double washer, double frustum, floatation insert, bungee cord, and foam core of the double frustum (each component of the product is identified in the parts diagram of the J-wheelz Owner’s Manual). This warranty does not include the crow’s foot tool included with the installation package.

**What is not covered by this Limited Warranty?** This Limited Warranty does not cover and Company is not responsible for: (i) cosmetic damage or damage that does not hinder the functionality of the product; (ii) wear and tear to the product resulting from normal use; (iii) loss or theft of the product or any of its components; (iv) damage caused by improper installation or improper use of the product; (v) fading or color loss of the product due to exposure to natural environmental conditions; (vi) damage cause by improper maintenance of the product; (vii) damage due to use of any parts or components not supplied by Company; and (viii) any equipment, components, parts, or accessories that were not included in the product when originally sold to customer.

**What must you do to obtain warranty services under this Limited Warranty?** To obtain service pursuant to this Limited Warranty, customer must: (i) fully complete and return included Warranty Registration Card (ii) abide by Company’s warranty service process; (iii) assist Company in identifying the problems with the product; and (iv) obtain warranty services only from Company or another Company authorized service provider or dealer. In order to keep this Limited Warranty in effect for the entirety of the Term, customer must: (i) follow all product installation and removal procedures; (ii) use only parts and components provided by Company as the use of components not provided by Company will void this warranty; and (iii) follow the guidelines for acceptable use of the product (as contained in the J-wheelz Owner’s Manual).

**What is the period of coverage of this Limited Warranty?** This Limited Warranty covers the product for a period of 90 days from the date of purchase. The Term begins to run from the date of purchase regardless of delay in receipt of the product by customer due to time required for order processing, handling, shipping, or otherwise. Customer must retain proof of the date of purchase of the product.

**What will be done under this Limited Warranty to correct a problem with the product?** If during the Term the product is not free from defects in materials and workmanship, Company will, at its sole option: (i) repair the product; (ii) replace it with a comparable product, or (iii) refund the purchase price paid for the product. Company may take any other repair or corrective measures it deems necessary in its sole discretion. Replacement parts and products will be warranted for the remainder of the Term. If Company repairs or replaces the product, the term of this Limited Warranty is not extended beyond the original Term.

**Where can you receive warranty services under this Limited Warranty?** Warranty services under this Limited Warranty may be received from the Company or from the dealership where customer purchased the product. In order to receive warranty services, customer must bring or deliver to the Company or the dealership the product, all components, and all items required by paragraph 11, below. If customer did not purchase the product from a local dealer or customer is having issues contacting customer’s local dealer, Company can be contacted directly at: Creative Solutions, L.L.C., 1323 Main Street, Brookings, South Dakota 57071, Phone: (605) 692-1590, E- Mail: [service@j-wheelz.com](mailto:service@j-wheelz.com), to obtain warranty services under this Limited Warranty.

**Can you keep the defective product or parts?** No. Company will own all parts removed from the repaired product. Company will retain as its property all replaced components and the product.

**Who is responsible for delivery or shipment of defective products to receive warranty services under this Limited Warranty?** In order to receive warranty services under this Limited Warranty, customer must ship or deliver to Company or the selling dealer the product, prepay shipping charges for shipping the product to Company or the selling dealer, and insure the shipment or accept the risk of loss or damage during shipment. Company will, at its expense, ship to customer the repaired product or replacement product in the continental United States of America. Shipping charges for shipments to locations outside of the continental United States are customer's responsibility and must be paid in advance of return shipment. All shipments in the continental United States of America by Company will be via a nationally recognized ground shipping service, or such other shipping service as determined by Company at the Company's sole discretion. If customer requires expedited shipping, customer is responsible for shipping charges in excess of standard ground service shipping charges.

**What must you provide in order to get warranty services under this Limited Warranty?** Questions regarding warranty service or requests for warranty service, under this Limited Warranty must be directed to Company at the contact information in paragraph 6, above. Please be aware when contacting Company by telephone that long distance and other charges may apply, for which customer is solely responsible. To obtain warranty service, customer must: (i) deliver the product in its original or equivalent packaging; (ii) provide the original or a copy of the sales receipt for the purchase of the product; (iii) provide a detailed description of the problem with or defect in the product; (iv) pay the shipping charges to ship the product to Company, return shipping charges for return shipments outside of the continental United States of America, and expedited return shipping charges; and (v) provide Company with customer's name, address and other contact information.

**What laws apply to this Limited Warranty?** This Limited Warranty, and all terms and conditions set forth herein, will be governed by the laws of the State of South Dakota and, where applicable, the laws of the United States of America. Any and all disputes arising from this Limited Warranty, the product, customer's use of the product, or otherwise must be venued in the South Dakota Circuit Court sitting in Brookings County, South Dakota. customer agrees to such venue and waives any challenge to such court's jurisdiction based upon lack of personal jurisdiction or inconvenience.

**What limitations apply to this Limited Warranty? COMPANY'S RESPONSIBILITY FOR DEFECTS IN MATERIALS AND WORKMANSHIP IS LIMITED SOLELY TO REPAIR, REPLACEMENT OR THE REFUND OF THE PURCHASE PRICE, AS SET FORTH IN THIS LIMITED WARRANTY. THIS WARRANTY IS THE ONLY WARRANTY MADE BY COMPANY. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS OR REVENUES. COMPANY WILL NOT BE LIABLE FOR THE PRODUCT NOT BEING AVAILABLE FOR USE. IN NO INSTANCE WILL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT.**