

## DAS COMPANIES, INC. POWERDRIVE™ ONE YEAR LIMITED WARRANTY

This Limited Warranty covers this PowerDrive™ product. This product is warranted against defects in materials and workmanship for a period of ONE (1) YEAR from the date of original retail purchase ("Warranty Period"). This warranty extends only to the original purchaser and will end when the product is transferred to a subsequent owner. If a defect arises during the Warranty Period, DAS (PowerDrive), at its option and to the extent permitted by law will (1) replace the product with a new product as the same purchased or (2) exchange the product with a functionally equivalent product that is new. This warranty excludes damage resulting from misuse or abuse, accident, operation of the product not in accordance with the manuals or other included written instructions, modification of the product, attempted repair of the product, or as a result of an act of God or as a result of war or terrorist attack or other causes that are not defects in materials and workmanship.

**Non-PowerDrive branded products/Third Party Products.** This warranty does not apply to products that are not PowerDrive branded even if packaged or sold with PowerDrive products, nor does it apply to batteries or similar expendable parts or accessories.

TO THE EXTENT PERMITTED BY APPLICABLE LAW DAS (POWERDRIVE) IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR SERVICE OF THE PRODUCT. THE WARRANTY AND REMEDIES DESCRIBED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, EXPRESS, STATUTORY OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW DAS (POWERDRIVE) DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF, AT ANY TIME, US FEDERAL LAW DOES NOT PERMIT IMPLIED WARRANTIES TO BE DISCLAIMED AND TO THE EXTENT SUCH IMPLIED WARRANTIES CANNOT BE DISCLAIMED, THEN SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. Any recovery is limited to the value of the original purchase price. No other person is authorized to modify this limited warranty, and your seller is solely responsible for any other warranties.

Some states and countries do not allow limitations on how long an implied warranty lasts, or allow exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. For consumers, who are covered by consumer protection laws or regulations in their state or country of purchase or, if different, their state or country of residence, the benefits conferred by DAS's One Year Limited Warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations.

**How to obtain Warranty Service?** Within the first thirty (30) days after the original purchase, products must be returned to the dealer. After thirty (30) days and for up to one (1) year PowerDrive covers the product. Please fill in all areas of the <u>Warranty Claim Form</u> and submit. Replacement product for approved warranty claims will be shipped to the address you provide at no cost to you.

For customer support call 1-866-622-7979 Monday through Friday 8:00 am to 4:30 pm Eastern Time or send an email to <a href="mailtosupport@roadprobrands.com">support@roadprobrands.com</a>.