

LIMITED WARRANTY

Subject to the terms, conditions, and limitations set forth below, Weigh Safe, LLC (the “*Manufacturer*”) warrants to the initial purchaser (the “*Purchaser*”) of this Weigh Safe® True Tow Weight Distribution Hitch (the “*Hitch*”) that (a) all parts, other than the Hitch’s gauge (the “*Gauge*”), will be free from material defects in parts and/or workmanship that impair the intended use of the Hitch for the usable life of the Hitch; (b) the Gauge reading is accurate within fifty pounds (50 lbs.); and (c) the Gauge will be free from material defects in parts and/or workmanship for a period of one (1) year after the date of purchase.

1. Purchaser is required to register his or her purchase of the Hitch on Manufacturer’s website (www.weigh-safe.com) within thirty (30) days of purchase to claim any benefit under this Limited Warranty.
2. This Limited Warranty is expressly limited to the repair or replacement of a defective Hitch, including any part thereof, covered under this Limited Warranty. In no event will this Limited Warranty extend beyond the date this product ceases to be manufactured.
3. This Limited Warranty is not transferable from the original purchaser to subsequent owners, and the warranty period will not be extended in duration or expanded in coverage for any such transfer.
4. To make a Limited Warranty claim, Purchaser must contact Manufacturer at 405 North Geneva Road, Lindon, Utah 84042, to determine any specific needs and/or to obtain a Return Merchandise Authorization number.
5. Manufacturer reserves the right to examine any and all physical evidence that a Hitch may be defective as Purchaser claims including, but not limited to, the Hitch itself, any photographs, etc., and to recover the Hitch, prior to approving any claim under this Limited Warranty.
6. Unless indicated otherwise by Manufacturer, the Hitch must be shipped, at Purchaser’s expense, to Manufacturer—with a copy of the relevant proof of purchase—so Manufacturer can evaluate whether a claim is covered under this Limited Warranty. Manufacturer will not be liable for or at risk of any damage or loss occurring while the Hitch or any part thereof is in transit to Manufacturer for evaluation under this Limited Warranty. Upon receipt, Manufacturer will examine the Hitch and determine, in its sole and absolute discretion, whether (a) this Limited Warranty applies to the Hitch, its state, and its condition; and (b) the Hitch will be repaired or replaced. Any and all dealer service charges, labor costs, shipping costs, insurance, travel expenses and any other charges or expenses involved in the installation, removal, or replacement of the Hitch including, but not limited to, any part thereof covered under this Limited Warranty will be the sole and exclusive responsibility of the Purchaser. Manufacturer will refuse any Hitch or any part thereof shipped C.O.D.
7. THIS LIMITED WARRANTY IS VOID IF THE HITCH HAS BEEN DAMAGED BY ACCIDENT, USE OTHER THAN THE HITCH’S INTENDED USE, UNREASONABLE USE, AND/OR ANY ABUSE, NEGLIGENCE, IMPROPER SERVICE OR REPAIR, IMPROPER INSTALLATION OR HANDLING, FAILURE TO FOLLOW PROVIDED INSTRUCTIONS, SHIPPING, VANDALISM, ACTS OF GOD, ENVIRONMENTAL FACTORS, ALTERATION OF THE HITCH, OR ANY OTHER EVENT BEYOND MANUFACTURER’S CONTROL, OR OTHER CAUSES NOT ARISING OUT OF DEFECTS IN MATERIALS OR WORKMANSHIP.
8. THIS HITCH IS FOR PERSONAL, NON-COMMERCIAL USE ONLY. USING THE HITCH FOR OTHER THAN PERSONAL USE, AS A VEHICLE TOWING HITCH, OR USE IN ANY MANNER INCONSISTENT WITH ITS INTENDED USE OR PURPOSE, WILL IMMEDIATELY AND AUTOMATICALLY VOID THIS LIMITED WARRANTY.
9. THIS LIMITED WARRANTY DOES NOT COVER ANY LIABILITY TO PERSON OR PROPERTY THAT MAY OCCUR UPON: (i) Purchaser’s failure to correctly and/or securely attach the Hitch or a tow load; (ii) Purchaser’s failure to accurately interpret the Gauge or to use the Hitch within the gross trailer weight range, tongue weight range, and tow-ball weight rating specified for the applicable towing vehicle, trailer, tow, tow ball, boat, etc. including upon initially attaching a tow load and after adding any additional load(s); (iii) Purchaser’s failure to properly secure any load to avoid shifting of objects or weight; or (iv) Purchaser’s failure to comply with traffic regulations or to drive safely or reasonably. The failure of Purchaser in any similar circumstance to those described in this Section 9 will immediately and automatically void this Limited Warranty.
10. Manufacturer does not warrant the Hitch will prevent any traffic accident, or be free from damage in the event of a traffic accident or other incident arising from an act of God.
11. THIS LIMITED WARRANTY DOES NOT COVER SCUFFS OR SCRATCHES THAT CAN RESULT FROM NORMAL OR EXPECTED USE OF THE HITCH. THIS LIMITED WARRANTY ALSO DOES NOT COVER RUSTING PARTS, CRACKS THAT DO NOT AFFECT THE FUNCTIONALITY OF THE HITCH, OR OTHER DAMAGE CAUSED BY WEATHER, CLIMATE CONDITIONS, OR EXPOSURE TO CORROSIVES SUCH AS SALTS, PESTICIDES, ETC.
12. THIS EXPRESS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES AND IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE HITCH. MANUFACTURER DISCLAIMS ANY AND ALL OTHER ORAL OR WRITTEN REPRESENTATIONS, EXPRESS OR IMPLIED, FROM ANY SOURCE CONCERNING THE HITCH. ANY IMPLIED WARRANTY ARISING OUT OF THE SALE OF THE HITCH, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to certain purchasers.
13. THE REPAIR OR REPLACE REMEDY STATED ABOVE SHALL BE PURCHASER’S EXCLUSIVE REMEDY. MANUFACTURER DOES NOT ASSUME, OR AUTHORIZE ANY PERSON OR REPRESENTATIVE TO ASSUME ON ITS BEHALF, ANY OTHER LIABILITY IN CONNECTION WITH

ANY SALE OF THE HITCH. MANUFACTURER SHALL NOT BE LIABLE FOR (A) ANY DAMAGES OR EXPENSES THAT MAY OCCUR INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, INSTALLATION, USE, PERFORMANCE AND/OR REMOVAL OF THE HITCH (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY); (B) ANY OTHER CLAIM ARISING FROM NEGLIGENCE, STRICT LIABILITY, OR BREACH OF CONTRACT REGARDING THE HITCH; OR (C) OTHER DAMAGES WITH RESPECT TO ANY ECONOMIC LOSS, LOSS OF PROPERTY, LOSS OF ENJOYMENT OF USE, COSTS OF INSTALLATION AND/OR REMOVAL, OR OTHER CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY COVERING THE HITCH. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to certain purchasers.

14. Purchaser assumes all risk of injury resulting from the use of the Hitch. All Weigh Safe® Weight Distribution Hitches are sold subject to this condition, and no representative of the Manufacturer may alter, waive, or change this limitation.

15. This Limited Warranty gives Purchaser specific legal rights. Purchaser may have other or additional rights, which vary from state to state.