

Tektite Limited Warranty

Tektite Manufacturing Inc. (“Tektite”) warrants to the original purchaser (the “Claimant”), that Tektite products will be free from defective materials or workmanship, under normal use and service, for a period of (1) full year from the original invoice date. Tektite’s liability under this Limited Warranty is limited to the repair or (at the discretion of Tektite) the replacement of those components of its products, which were manufactured by Tektite that are defective in materials or workmanship. Tektite shall have no liability under this Limited Warranty unless Tektite is notified of the defect during the stated Warranty Period.

Limitations and Exclusions: Tektite has no responsibility to a Claimant under this Limited Warranty or on any other basis for any of the following:

- a) defects caused, in whole or in part, by accident or misuse, negligence or failure to maintain the product or component;
- b) products or components sold to a customer on an “as is” basis;
- c) wiper blades, light bulbs, fuses, clear vinyl or other consumables;
- d) glass where the point of failure has not been preserved intact and delivered to Tektite for analysis of the cause of the failure;
- e) products or components which have been modified after shipping from Tektite to its customer;
- f) transportation charges for returned, repaired or replacement items;
- g) defects that are subject of a Tektite initiated recall where the Claimant fails to comply with the terms of the recall notice that comes to the attention of the Claimant;
- h) components of Tektite products that are manufactured by third parties (Tektite’s only obligation in relation to such components shall be to accord to the Claimant the benefit of any transferable warranty accorded to Tektite by third party manufacturer);
- i) defects in workmanship or materials in products or components that are repaired or replaced by Tektite unless Tektite is notified of the new defect within the Warranty Period that applied to the original product or component that has been repaired or replaced;
- j) defects that result, in whole or in part, from inadequate engineering or specifications provided to Tektite by its customer;
- k) any actual or alleged deficiency in technical or engineering services or advice provided by Tektite to its customer whether provided for valuable consideration or otherwise;
- l) consequential damages, or any other damages whether foreseeable or not, resulting from the defect or any delay in remedying the defect;
- m) any breach or alleged breach of any implied warranty of merchantability or fitness for particular purpose of use;
- n) defects or part failure due to misuse or failure to follow recommended cab installation procedures; and
- o) travel expenses, including mileage.

This Limited Warranty expresses the entire obligation of Tektite, its officers, directors, agents and employees, to its customer or any Claimant in respect of any defect in workmanship, or materials of any product or component sold or manufactured by Tektite whether on grounds of breach of contract, negligence or other tortious liability, breach of express or implied warranty or other basis in law of any jurisdiction.

Acceptance by a customer of delivery of products of Tektite constitutes acceptance of this Limited Warranty in lieu of all other warranties express or implied including without limitation all implied warranties of merchantability or fitness for particular purpose or use and constitutes acceptance by customer of the exclusions and limitations of the liability of Tektite set out above. Once received, the cab should have ALL exterior cardboard, Styrofoam wrapping removed for immediate inspection of product to ensure that no damages have occurred during transportation. Outer coverings should stay off the cab and the cab be stored indoors in a controlled environment. The warranty card must be completed and returned to Tektite.

Warranty claims should be reported to parts@tektite.ca. A warranty claim form and instructions will be provided at this time. Warranty work not pre-authorized by Tektite may not be covered by this warranty agreement. Labor rate and time allowances are fixed by Tektite. Approved warranty claims will be issued in the form of credits applied to customer account.