

**FLOWBELOW AERO, INC.**

**LIMITED WARRANTY AND LIABILITY LIMITATION TERMS**

<b>Applicable Warranty Period<sup>1</sup></b>		
<b>Description</b>	<b>Time</b>	<b>Distance</b>
Standard Product <sup>2</sup>	1 year	100,000 miles
Corrosion	6 months	Unlimited
Custom Color Parts <sup>3</sup> / Consumable Parts <sup>4</sup>	3 months	Unlimited

**Limited Warranty.**<sup>1</sup> Under this Limited Warranty and Liability Limitation Terms (“Limited Warranty”), FlowBelow Aero, Inc. (“FlowBelow”) warrants to the original buyer (“Buyer”) that, during the Applicable Warranty Period, its new products will be free from defects in materials and workmanship subject to the conditions, limitations and exclusions set forth in this document and in the applicable Coverage Description below.

**Limitations.** Buyer must inspect products upon receipt. For coverage, Warranty claims detailing product defects must be received by FlowBelow in writing during the Applicable Warranty Period and made within ten days after buyer becomes aware of the actual or suspected defects. Upon FlowBelow’s request, buyer must return defective products to FlowBelow at buyer’s expense and risk. FlowBelow’s total liability under this Warranty will be to repair or replace defective products at no additional charge or, at FlowBelow’s sole option, to refund the amount paid for defective products. Replacement products provided to buyer under this Warranty may be new or reconditioned. FlowBelow may use new or reconditioned parts in performing warranty repairs and building replacement products. Buyer will be responsible for all shipping costs for repaired and replacement products. Neither this Warranty nor the Applicable Warranty Period shall be extended with respect to repaired or replacement products. This Warranty is contingent upon and subject to buyer’s normal and proper use of products, under normal conditions, and the exclusions from warranty set forth below under “Exclusions From Warranty Coverage”, which is incorporated herein by reference. The remedies set forth in this Warranty are the full extent of buyer’s remedies and FlowBelow’s obligations regarding this Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTY SET FORTH HEREIN: (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND (B) FLOWBELOW DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY EXTENDS SOLELY TO THE ORIGINAL BUYER, ON THE VEHICLE ON WHICH THE NEW PRODUCT IS ORIGINALLY INSTALLED, AND IS NOT TRANSFERABLE.

**Exclusions.** This Warranty applies only to a new FlowBelow product on the vehicle on which it was originally installed. It does not apply if the product has been removed from the original vehicle. Third party products and damages or defects caused in whole or in part by such products, their installation or their failure are not covered. Any damages or defects to any equipment or products, including FlowBelow Products, caused in whole or in part by dealer or customer modifications and/or installations are not covered by this Warranty; Buyer agrees that these types of claims shall be the sole responsibility of the person performing the modifications or installations. This Warranty does not cover: (a) any product that has had the original identification marks and/or numbers removed or altered in any manner; or, (b) any warranty claims not timely made in writing to FlowBelow as required by this Warranty; or, (c) any cases with lost, stolen, or missing parts; or, (d) any damage or defect caused by any of the following: (i) ordinary wear and tear; (ii) buyer’s failure to strictly comply with instructions and specifications for installation, removal, storage, inspection, maintenance or use; (iii) any modification, repair, or maintenance not performed or authorized in writing by FlowBelow, or any extra time necessary to remove installed items and/or equipment to work on a warranted repair; (iv) use of the product on vehicles not approved by FlowBelow; (v) negligence, accidents, abuse, neglect, misuse or tampering; (vi) improper or abnormal use or use under abnormal conditions; (vii) environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature; (viii) damage caused by road salts/chemicals or cleaning solvents, detergents or compounds; (ix) storage deterioration including damage caused by improper or insufficient storage or maintenance; (x) damage caused by road hazards (including rocks, debris, etc.), or road conditions; (xi) damage caused

<sup>1</sup> Time or Distance, whichever comes first

<sup>2</sup> Standard Products do not include Custom Color Parts, Chrome Parts or Consumable Parts.

<sup>3</sup> Custom color parts include any customer requested colored plastic components (including red, blue, green, or any other color besides FlowBelow’s standard white and black color options).

<sup>4</sup> Parts that are commonly replaced during their normal service life. Examples include mud flaps, mud flap mounting brackets, and conspicuity tape.

during shipping/transport; (xii) damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning; (xiii) damage due to vibration associated with misapplication or improper operation of components; (xiv) routine maintenance, servicing, and adjustment, as defined in the applicable Installation and Maintenance Manual are not covered by this Warranty; (xv) damage due to terrorist activities, acts of war, or vandalism; (xvi) force majeure, forces of nature or casualty; or, (xvii) any other cause unrelated to the products or not arising out of defective materials or workmanship. FlowBelow may charge its prevailing rates and prices for repair or replacement of products not covered by this Warranty.

#### **COVERAGE DESCRIPTIONS**

**Corrosion.** Coverage is limited to rust-through or perforation due to corrosion from within. Coverage excludes all other corrosion including the following: surface corrosion; corrosion caused by chips or scratches in the paint, coating, or chrome surfaces; corrosion caused by high-pressure washing, wash solutions, cleaning solvents, detergents, compounds; corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface; corrosion caused by acid rain or other industrial fallout; corrosion due to improper prevention measures during storage or use; corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature; and corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance.

**Custom Color Parts.** If a custom color part is defective under this Warranty, FlowBelow will have the option of replacing the defective products with the standard color version of the product no additional charge, at FlowBelow's sole option, to refund the amount paid for defective products. Claims for improperly matched custom colors will not be honored under this Warranty.

**Chrome Parts.** Chrome plating on chrome products is not warranted beyond the initial installation date of the product. Chrome parts coverage under this Warranty does not include: (a) dimpling at the mounting bolts; (b) staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product; (c) rust, pits, and/or nicks where road wash or road debris breaks the chrome surface; or (d) streaks/stains/corrosion caused by wash solutions or corrosive road salts/chemicals. Claims pertaining to failures of chrome surfaces will not be processed unless a clear digital picture is provided that adequately shows the defect, or, if requested by FlowBelow, the product is returned to FlowBelow for evaluation.

**Buyer's Responsibilities.** It is important that the buyer becomes familiar with the contents of the warranty information. When the buyer first receives the product, the dealer or other certified installer should review the Warranty Information booklet with the buyer. For the product to be eligible for coverage under this Warranty the customer must submit complete warranty registration card within 30 days of purchase. To ensure FlowBelow's ability to reach the current owner with Recall and Field Service campaign information, the owner information must be updated whenever there is a change to the owner's name or address.

**Buyer's Exclusive Remedy.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES, **WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OF FLOWBELOW OR ITS EMPLOYEES, AGENTS OR CONTRACTORS) OR OTHERWISE**, IN CONNECTION WITH THE PURCHASE, SALE, FURNISHING, OWNERSHIP OR USE OF THE PRODUCTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS OR, IN FLOWBELOW'S SOLE DISCRETION, PAYMENT REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF DEFECTIVE PRODUCTS. FLOWBELOW IS NOT LIABLE FOR ANY COSTS INCURRED TO INSTALL, REMOVE, RE-INSTALL, OR REPLACE ANY PRODUCTS OR FOR ANY FREIGHT COSTS, SHIPPING COSTS OR FOR ANY DOWNTIME OR EXTRA TIME NECESSARY TO REMOVE INSTALLED ITEMS AND/OR EQUIPMENT TO WORK ON A WARRANTED REPAIR. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FLOWBELOW BE LIABLE FOR, AND BUYER HEREBY WAIVES AND RELEASES FLOWBELOW, ITS SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS FROM, ANY AND ALL SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) OF THE CLAIM , WHETHER OR NOT FLOWBELOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**Choice of Laws.** The agreement between FlowBelow and buyer, including these Limited Warranty and Liability Limitation Terms, will be governed, construed and enforced by and in accordance with the laws of the State of Texas, without regard to conflicts of law rules or principles that might refer to the laws of another jurisdiction, and applicable federal law. Except as the context otherwise requires, the word “including” and similar terms shall be construed as being followed by the phrase “without limitation.” Time is of the essence with respect to all provisions of this Warranty in which a definite time period or time for performance is specified. If any provision of this Warranty, or the application of any provision to any person or set of circumstances, is determined to be invalid or unenforceable to any extent, the remainder of this Warranty, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.