

THULE
LIMITED LIFETIME WARRANTY
[EFFECTIVE JANUARY 1, 2006]

THULE will warranty all THULE brand car rack systems and its accessories manufactured by THULE during the time that an original retail purchaser owns the product. This warranty terminates if a purchaser transfers the product to any other person.

Subject to the limitations and exclusions described in this warranty, THULE will remedy defects in materials or workmanship by repairing or replacing, at its option, a defective product without charge for parts or labor. In addition, THULE may elect, at its option, not to repair or replace a defective product but rather issue to a purchaser a refund equal to the purchase price paid for the product or a credit to be used toward the purchase of a new THULE load carrier system.

No warranty is given for defects caused by normal wear and tear, cosmetic rust, scratches, accidents, unlawful vehicle operation, or modification of, or any types of repair of, a load carrier system other than those authorized by THULE.

No warranty is given for defects resulting from conditions beyond THULE's control including, but not limited to, misuse, overloading, or failure to assemble, mount or use the product in accordance with THULE's written instructions or guidelines included with the product or made available to the purchaser.

No warranty is given for Thule products purchased outside of the United States, Canada and Mexico.

In the event that a product is defective, the purchaser should contact the THULE dealer from whom it purchased the product or an Authorized Thule Service Center. If the dealer or Authorized Thule Service Center is not able to correct the defect, the purchaser should contact THULE in writing or by phone at:

THULE
42 Silvermine Road
Seymour, Connecticut 06483
Attn: Customer Service
203 881-9600

In the event that a product needs to be returned to THULE, a THULE technician at the address or telephone number listed above will provide the purchaser with the appropriate mailing address and any additional instructions. Please note that the purchaser will be responsible for the cost of mailing the product to THULE and that proof of purchase in the form of an original purchase invoice or receipt and a detailed description of the defect must be included in the mailing.

DISCLAIMER OF LIABILITY

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR THE ISSUANCE OF A REFUND OR CREDIT (AS DETERMINED BY THULE) IS A PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. DAMAGE TO A PURCHASER'S VEHICLE, CARGO AND/OR TO ANY OTHER PERSON OR PROPERTY IS EXCLUDED.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THULE'S SOLE LIABILITY TO ANY PURCHASER IS LIMITED TO THE REMEDY SET FORTH ABOVE. IN NO EVENT WILL THULE BE LIABLE FOR ANY LOST PROFITS, LOST SALES, OR FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY OTHER DAMAGES OF ANY KIND OR NATURE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT BE APPLICABLE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.