WESTERN® SPREADERS COMMERCIAL LIMITED WARRANTY

A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

WESTERN® SPREADERS COMMERCIAL WARRANTY

Western Products warrants to each purchaser of a WESTERN® spreader for other than personal, family or household use that the spreader will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Western Products warrants accessories, service parts and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. If within such warranty period any part thereof is proved to Western Products satisfaction to be defective, such part shall be repaired by Western Products or its authorized distributor or, at Western Products option, replaced f.o.b. Western Products factory without charge, including labor costs at its standard rate incurred while repairing said spreader. Western Products obligation hereunder shall be limited to such repair or replacement and shall be further conditioned upon Western Products receiving written notice of any alleged defect and proof of original purchase within ten (10) days after its discovery and, at Western Products option, the return of the allegedly defective part to Western Products f.o.b. its factory or to its authorized distributor.

This warranty shall not apply to finish, engine or any parts not furnished by Western Products or any damage caused by such parts, or to parts which shall have been repaired or altered by others than Western Products so as, in Western Products judgement, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident or improper installation, maintenance, care or storage. Engine manual has separate engine warranty. Western Products will not be responsible for any expense related to parts or labor which is unrelated to defects in material or workmanship of a WESTERN spreader.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

WESTERN PRODUCTS LIABILITY IS EXPRESSLY LIMITED TO THE REPAIR AND REPLACEMENT OF DEFECTIVE PARTS AS HEREIN PROVIDED. WESTERN PRODUCTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.

Attachment of WESTERN spreader to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Western Products does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of WESTERN spreader. Although WESTERN spreaders are designed to fit specific vehicle models, Western Products does not assume any liability for the cost of modification of the spreader or the vehicle required to attach the spreader.

This warranty is not offered to purchasers of spreaders for personal, family or household purposes. A separate, "limited" warranty is offered to such purchasers.