

Mad Fiber's Four-Year Warranty Agreement for Wheel Sets

Mad Fiber LLC, a Washington corporation located at 1604 N 34th Street, Suite B, Seattle, Washington, 98103, makes the following "Limited Warranty" concerning Mad Fiber wheel sets:

A. Limited Warranty

Mad Fiber hereby warrants that the wheel set manufactured, supplied or repaired by the Company shall be free from material defects in materials and workmanship for a period of 48 consecutive months after the date of the FIRST sale.

B. Limitation of Remedies

Mad Fiber and Original Owner acknowledge and agree that the Original Owners' sole remedy under this Limited Warranty shall be the repair or replacement of the wheel set or any components thereof which are determined by Mad Fiber to be materially defective in material or workmanship or, at the sole option of the Mad Fiber, the refund of the purchase price of the wheel set in question. Mad Fiber shall not be liable for injury to property other than of the wheel set.

C. Disclaimers from Warranty

This limited warranty is given in lieu of all other warranties, whether express or implied. There are no warranties that extend beyond the face of this limited warranty as to the fitness of the wheel set hereunder for any particular purpose. Mad Fiber hereby disclaims any warranty, whether express or implied, that the products hereunder are merchantable.

D. Products Covered by This Warranty

This Limited Warranty shall extend to the wheel set and components thereof manufactured, supplied or repaired by Mad Fiber, but shall not extend to products, parts or equipment supplied by other manufacturers and used by Mad Fiber to manufacture, supply or repair the wheel set, which shall be warranted only for the period, purposes and conditions extended by such manufacturers to Mad Fiber.

E. Warning

Always install, repair and use the Mad Fiber products in strict compliance with the Owner's Manual.

F. Automatic Termination of Warranty Obligations

Any obligation of Mad Fiber under this Limited Warranty shall automatically and immediately terminate, without notice from or any further action by Mad Fiber, and Mad Fiber shall have no responsibility for damages of any kind as a result of the occurrence of any of the following:

- (i) accident, misuse, abuse or negligent use of the wheel set or any component thereof;
- (ii) any repair or alteration of the wheel set or any component thereof made outside Mad Fiber's facility, except by an employee of Mad Fiber authorized to do so;
- (iii) improper installation or operation of the wheel set or any component thereof;
- (iv) failure to provide normal maintenance for the wheel set or any component thereof;
- (v) normal wear and tear.

F. Limitation on Damages (Consequential Damages Excluded)

Mad Fiber shall not be responsible for, nor does this Limited Warranty extend to, any consequential or incidental damages or expenses of any kind or nature, regardless of the cause thereof or any knowledge which Mad Fiber may have regarding the probability of the occurrence of such damages or expenses including, without limitation, injury to persons or property, loss of use of the wheel set, lost goodwill, lost

resale profits, work stoppage, impairment of other goods, breach of contract, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to the Original Owner, or any other persons.

G. No Other Warranties, Statements are Opinions

This Limited Warranty is in lieu of all other express or implied warranties of Mad Fiber and Mad Fiber does not assume, nor does it authorize any person to assume on its behalf, any other obligation or liability, either verbally or in writing. Mad Fiber and Original Owner agree that any statements and representations made by Mad Fiber outside of this Limited Warranty are only Mad Fiber's opinion, are not a part of the basis of the bargain and are not warranted to be accurate. Mad Fiber and Original Owner further agree that if any statement by Mad Fiber in this Limited Warranty or in any agreement or correspondence, whether oral or written, between Mad Fiber and Original Owner is construed as an affirmation or promise, it shall nevertheless not constitute a warranty that the wheel set or any component thereof will conform to such affirmation or promise.

H. Enforcement of Limited Warranty

Original Owner will immediately notify Mad Fiber in writing, at the above address, email service@madfiber.com or call (206) 402-3925, of any wheel set or component thereof to be repaired or replaced pursuant to Paragraph A hereof. Original Owner's written notice shall specify wheel set serial number or component thereof as well as list the facts or reasons supporting or underlying Original Owner's claim for relief under this Limited Warranty. Allegedly defective wheel set or components thereof shall be returned to Mad Fiber's facility at the sole cost of Original Owner. In the event that Mad Fiber elects to repair or replace the allegedly defective wheel set or component thereof, Mad Fiber shall ship, at Mad Fiber's expense, said replacement or repaired wheel set or component to original owner via the lowest priced transportation available to Mad Fiber; provided, however, that Mad Fiber shall be obligated to ship and pay for deliveries only within 30 days.

I. Strict Construction Rule Waived

Original Owner hereby waives the benefit of any rule that disclaimers of warranty shall be construed against Mad Fiber and agrees that the disclaimers in this Limited Warranty and in the Agreement shall be construed liberally in favor of Mad Fiber.

J. Other Rights

This Limited Warranty gives Original Owner specific legal rights, and Original Owner may also have other rights which may vary from state/province to state/province.

K. Applicable Law

Any disputes arising out of this Agreement or the use of this wheel set will be governed by the laws of the state of Washington; country of the United States and will be decided by the courts of King County, Seattle, Washington.

Any portion of this Warranty is invalidated or declared not effective, such portion shall be reformed or deleted, but all remaining points of the Warranty shall remain in full force and effective.