



Livestock Trailer Flooring- LIMITED WARRANTY

*Applicable to Livestock Trailer Flooring used only as
Livestock Trailer Flooring*

Rumber® Materials Industries Inc. warrants to Distributor and/or User that Livestock Trailer Flooring manufactured by Rumber shall be free of defects in material and workmanship. Normal or excessive wear and tear is not covered under this warranty. Rumber's obligation under this warranty shall be limited to repair or replacement, at the discretion of Rumber, of Livestock Trailer Flooring which has been returned freight prepaid by the Distributor and/or User, within the warranty period, to Rumber's principal place of business or to such other place as Rumber may designate, and, upon examination by Rumber, is found to be defective. Rumber assumes no responsibility for loss or damage to Livestock Trailer Flooring being returned for repair or replacement under the terms of this warranty.

The effective period of this warranty is twenty (20) years, parts and labor, beginning on the shipment date to the Distributor and/or User. The warranty is on a pro rata basis after five (5) years.

For this warranty to be effective, the Distributor and/or User agrees that the Livestock Trailer Flooring will be properly installed and maintained as described in Livestock Trailer Flooring specifications. In the event that any returned Livestock Trailer Flooring, upon examination by Rumber, requires repair or replacement as a result of misuse, neglect, accident, or improper installation or maintenance, or which have been altered or repaired (i) by anyone other than Rumber or its authorized representative (ii) without Rumber's express written consent, such repairs or replacement will be made at the Distributor and/or User's cost.

Rumber makes no representation or warranty of any kind, either expressed or implied, except as specifically set forth herein, and specifically makes no representation or warranty of any kind, either expressed or implied, that Livestock Trailer Flooring will be free from errors or will meet any specific requirements. Any action that the Distributor and/or User or any other party may take in reliance upon the suitability or performance of the Livestock Trailer Flooring shall be taken solely upon such party's own responsibility and risk.

THE FOREGOING WARRANTY IS EXCLUSIVE AND EXCEPT AS SPECIFICALLY SET FORTH ABOVE, RUMBER DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY, AND FITNESS FOR PURPOSE, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

RUMBER'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE NET INVOICE PRICE OF THE LIVESTOCK TRAILER FLOORING THAT CAUSES THE DAMAGES OR THAT IS THE SUBJECT MATTER OF, OR DIRECTLY RELATED TO, THE CAUSE OF ACTION. IN NO EVENT WILL RUMBER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT



LIMITED TO LOSS OF PROFIT OR OTHER MONETARY LOSS, EVEN IF RUMBER IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OR

LIMITATION OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, THE LIMITATIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY TO YOU.

Prior to return of Livestock Trailer Flooring under the terms of this warranty, Rumber must be notified in writing with a description of the defective Livestock Trailer Flooring and full details of the problem.