

ABC INDUSTRIES, INC.

**LIMITED AND CONDITIONAL FABRIC WARRANTY,
DISCLAIMER OF WARRANTIES AND LIMITATION OF
REMEDIES AND LIABILITY OF ABC INDUSTRIES, INC.**

**ABC LAMINATES USED IN FOLDING TENT CAMPERS FOR BUNK END TOPS,
BUNK ENDS, SIDE WALLS, AND ACCENT STRIPS.**

A. LIMITED AND CONDITIONAL THREE (3) YEAR WARRANTY:

ABC Industries, Inc. ("ABC"), warrants to the original end user ("Purchaser") or the original retail purchaser that Bunk End fabric products ("Products") described hereunder shall be free from defects in material and workmanship which would adversely affect performance.

Further, ABC warrants the products described hereunder will retain 70% of original published tensile strengths, or to lose no more than 30% of original tensile strength, as described in 1) and 2) below, (when tested in accordance with FTM 191-5100 and/or ASTM D 751) for the life of the Warranty, as subsequently defined.

| | | |
|----|--------------------------------------|--|
| 1) | PRODUCT: | VRX-14™ (PIK-1480-LWK) |
| | WIDTH: | 72" or 80" |
| | WEIGHT: | 14 oz./sq.yd. |
| 2) | % TENSILE STRENGTH RETENTION: | 70% (or to lose no more than 30% of original tensile strength per ABC's technical data sheet) |

ABC shall repair or replace, F.O.B. its selected factory location in the U.S.A., or provide an equivalent fabric allowance for credit, for any part or parts of Products defective in workmanship or material. At its discretion, ABC may elect to have defective fabric returned to its specified plant location in the U.S.A., freight prepaid, to the extent and for the time periods specified below.

| TYPE OF DEFECT | DEFECT OCCURRING IN | % OF REPLACEMENT LIABILITY FOR DEFECTIVE LAMINATE VRX-14™ (PIK-1480-LWK) |
|---|----------------------------|---|
| Fading, discoloration, cracking, blistering, delamination, or loss of 30% of original tensile strength | 1st Year | 100% |
| Cracking, blistering, delamination, or loss of 30% of original tensile strength | 2nd Year | 100% |
| Cracking, blistering, delamination, or loss of 30% of original tensile strength | 3rd Year | 70% |

Should the defined and substantiated defects be discovered during the Purchaser's manufacturing process, and occur within the described periods of time following the date of delivery to the Purchaser, ABC shall elect, at its option, to provide an equivalent fabric allowance for credit with respect to the aforementioned Products and will assume the aforementioned respective percentages of the repair or replacement cost thereof, based upon the original purchase price paid by Purchaser; provided however, that Purchaser must pay the remaining portion of such costs.

B. CONDITIONS OF WARRANTY:

1. Purchaser shall supply ABC with the following information:
 - 1.1 Purchase Order/Invoice Number.
 - 1.2 Date of "Tent" Manufacture and Quantity of Material Used.
 - 1.3 Date "Tent" was Put into Service.

2. Repair or replacement or equivalent fabric allowance for credit will be at the option of ABC.
3. ABC's repair, replacement or equivalent fabric allowance for credit hereunder shall be for the cost of replacement fabric and cost of repair encountered by Purchaser only. ABC's repair, replacement or allowance for credit hereunder shall not include freight costs, insurance costs or any Dealer charges.
4. Any request for repair or replacement hereunder must be directed to ABC at its appropriate address set forth below:

ABC Industries, Inc.
P.O. Box 77
Warsaw, IN 46581-0077
U.S.A.

ABC will not accept shipments of any parts or Products, unless it has provided prior written authorization in the form of a Returned Goods Authorization (RGA) number.

5. This Limited and Conditional Warranty is conditioned upon operation of Products in accordance with generally approved industry practice, and in accordance with conditions of service and operating instructions specified by ABC, including proper installation and maintenance of Products, and prompt notice of non-conformity of Products.
6. Excluded from ABC's obligations for repair or replacement hereunder are repairs or replacements required as a result of wear and tear of Products, abrasion, erosion, corrosion, effects of heat, external forces, or other conditions of service beyond the control of ABC. The foregoing Warranty shall be void and of no effect whatever in the event the Products shall have been exposed to harmful chemicals, abused by machinery, equipment or any persons, shall have been exposed to excessive pressures or forces, shall have been caused by abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation or dismantling, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods, etc.
7. To assure that ABC technical representatives can determine the cause of any alleged defect and take appropriate steps for timely corrective measures, any claim for breach of Warranty hereunder shall be made and presented to ABC, in writing, within a period of 30 days following the Purchaser's discovery of the alleged defect, failing which, the foregoing Warranty shall be void and of no effect whatever. Furthermore, ABC shall be entitled to inspect the Products at any time during the lifetime of the foregoing Warranty, upon reasonable notice to the customer. This Warranty shall be invalid and of no effect in the event ABC shall be denied the aforesaid right of inspection.

C. DISCLAIMER OF WARRANTIES:

THE LIMITED AND CONDITIONAL WARRANTY AND REMEDIES SET FORTH ABOVE ARE - EXCLUSIVE AND IN LIEU OF ANY AND ALL REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, EITHER EXPRESS OR IMPLIED, HEREIN OR ELSEWHERE, OR WHICH MIGHT ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY SPECIFIED OR INTENDED PURPOSE.

D. LIMITATION OF REMEDIES AND LIABILITY:

PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST ABC SHALL BE THE REMEDY OF DEFECTS IN MATERIALS AND WORKMANSHIP OF ANY PART OR PARTS OF, OR ALLOWANCE FOR CREDIT FOR, PRODUCTS DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN, ABC'S LIMITED AND CONDITIONAL WARRANTY SET FORTH ABOVE. ABC'S LIMITED AND CONDITIONAL WARRANTY CONSTITUTES THE SOLE REMEDY OF PURCHASER WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCTS OR SERVICES OF ABC, WHETHER BASED ON CONTRACT,

TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL ABC, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE, WHETHER ARISING UNDER PERFORMANCE OF THE CONTRACT ("CONTRACT") OF WHICH THIS LIMITED AND CONDITIONAL WARRANTY, DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES AND LIABILITY IS A PART, OR BREACH OF SUCH CONTRACT, OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS OR PURCHASER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER. ABC'S LIABILITY FOR ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE OR STRICT LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RESULTING FROM SUCH CONTRACT, OR FROM ITS PERFORMANCE OR BREACH, SHALL IN NO CASE EXCEED THE CONTRACT PRICE AS SET FORTH IN SUCH CONTRACT, EXCEPT AS STATED IN SECTION B.3, OF THE ABOVE STATED CONDITIONS OF WARRANTY.