



SHELBY INDUSTRIES, LLC 5 YEAR CONSUMER WARRANTY

THIS FIVE (5) YEAR WARRANTY APPLIES TO THE ORIGINAL CONSUMER PURCHASER OF SHELBY MECHANICAL POSI-LOCK WINCHES. THIS WARRANTY APPLIES ONLY TO SHELBY'S RETAIL SALES OF CONSUMER PRODUCTS AS THAT TERM IS DEFINED BY THE MAGNUSON-MOSS WARRANTY ACT (PRODUCTS FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES). ALL OTHER PURCHASERS, PLEASE SEE SHELBY'S COMMERCIAL WARRANTY.

Shelby Industries, LLC, warrants its **mechanical winch products** under normal use to be free from defects in material and workmanship defect to the original purchaser, subject to all the terms and limitations contained herein, for a period of **five (5) years** from the original purchase date or if that date cannot be established, the date of manufacture. Shelby, at its option, may replace or repair any part or parts when product is returned with proof of purchase to Shelby's manufacturing facility in Shelbyville, Kentucky. The original purchaser shall pay all shipping charges associated with the return of said product, and the returned product shall become the property of Shelby.

This warranty is void if the product was improperly installed, altered, serviced, repaired, maintained or operated contrary to Shelby's printed instructions or instructions stamped on the product itself. This warranty does not assure that the product shall remain useable for the warranty period, since the life of the product is dependent upon the manner and the frequency of use.

THE FOREGOING STATES A SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM BASED ON A DEFECT IN OR NON-PERFORMANCE OF, THE PRODUCT, WHETHER SOUNDING IN CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. SHELBY MAKES NO OTHER EXPRESS WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO A PERIOD OF FIVE (5) YEARS FROM THE DATE OF PURCHASE AT RETAIL. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SHELBY SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHAT SO EVER ARISING OUT OF, OR IN ANY WAY RELATING TO, ANY SUCH BREACH OF WARRANTY OR CLAIMED DEFECT IN, OR NONPERFORMANCE OF, THE PRODUCTS. THIS LIMITED WARRANTY IS DESIGNED TO FULLY COMPLY WITH THE TERMS AND PROVISIONS OF THE MAGNUSON-MOSS WARRANTY ACT. SOME STATES MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

The above-stated limitations may be waived or modified only by a writing signed by an officer of Shelby Industries and no other representations shall be binding on Shelby.

To obtain your remedy under this warranty, send the product, together with your proof of purchase, to Shelby Industries, LLC, 175 McDaniels Road, Shelbyville, KY 40065, Attn: WARRANTY CLAIM. The purchaser is responsible for shipping costs to Shelby Industries, LLC. For additional information, visit www.shelbyindustries.com, call (502) 633-2040 ext. 406, or email customerservice@shelbyindustries.com.

This warranty is governed by the laws of the State of Kentucky except as modified by the laws of the U.S.A. and is void in countries where prohibited.

April 1, 2009