

TMP, LLC.- Knoxville, TN 37932 – (701)361-9128 - www.tmpllc.net

LIMITED LIFETIME MFG. WARRANTY: TUFF DECK

This LIMITED LIFETIME WARRANTY is made by TMP, LLC. (AKA: Transport Maintenance Products, LLC), 1216 Venido Dr., Knoxville, TN 37932 to the original retail purchaser of TUFF DECK. TMP, LLC WARRANTS THAT THIS PRODUCT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP.

Duration of Warranty: As long as the original End User continues to own or use the Product. In the event of discontinuance of product manufacture, TMP, LLC. warranty support is limited to five (5) years from the announcement of discontinuance. Original purchase receipt required for warranty to be effective. Replacement, Repair or Refund Procedure for TUFFDECK: TMP, LLC or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on customer location. To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from TMP, LLC., contact your TMP, LLC Sales & Service Representative. If purchaser discovers that the product fails to fulfill the warranty before the warranty period, purchaser should contact TMP, LLC to make arrangement for an inspection of this product. If TMP, LLC determines a defect exists, TMP, LLC shall, at its option and expense, repair or replace any defective parts. All warranty repairs shall be made by an authorized TMP, LLC product dealer or TMP, LLC approved service man. Any part or parts of the goods not manufactured by TMP, LLC are not warranted for any purpose.

This warranty shall not apply if the TMP, LLC product has been subject to abnormal service or handling, improper maintenance, misuse, modification or alteration made by anyone other than TMP, LLC or a product dealer of TMP, LLC approved service personal or company.

THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HERBY DISCLAIMED. TMP, LLC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING OUT OF ANY BREACH OF THIS WARRANTY. NOR SHALL THE DAMAGE EXCEED THE RETURNED AMOUNT OF THE PURCHASE PRICE PAID BY THE ORIGINAL PURCHASER. This Warranty is in lieu of all other warranties, express or implied. No modification to this warrant policy shall be made by any personal or party.

**LIMITED WARRANTY AND LIMITATION OF REMEDIES.
GENERAL TERMS.**

A.1 For products, components or product categories identified in Section 2 below only, TMP, LLC. warrants that such specifically identified products, components, or product categories will be free from defects in materials and workmanship at the time of delivery and for the applicable warranty periods stated in Section 2 for each product, component or category. All warranties are subject to the "Warranty Conditions and Limitations" described in Section 3 and to any additional conditions or limitations listed in Section 2 for each product, component or category. The warranties stated herein are in lieu of all other warranties, obligations or liabilities on the part of TMP, LLC. TMP, LLC. does not authorize any other person or party to: (i) act on its behalf in connection with any warranty claim or warranty work (except pursuant to a written authorization signed by TMP, LLC's authorized representative), (ii) modify or expand TMP, LLC's product-specific warranty(ies), or (iii) assume any warranty obligation or liability

on behalf of TMP, LLC. concerning its products.

A.2 TMP, LLC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS ARE SPECIFICALLY SET FORTH IN THIS DOCUMENT. TMP LLC. MAKES NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND TMP, LLC. SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES. IN NO EVENT WILL TMP, LLC. BE LIABLE FOR AN AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT(S) FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR IN-DIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR PUNITIVE DAMAGES ARISING OUT OF THE ALLEGED FAILURE OF OR DEFECT IN TMP, LLC'S PRODUCT.

A.3 You must return any product for which a defect is claimed to TMP, LLC in accordance with TMP, LLC's then-current policies. Contact TMP, LLC at its customer service number: 701-361-9128 or visit www.tmpllc.net for further instructions. If determines that that product failure has occurred within the applicable warranty period and is a result of a defect in materials or workmanship, a corrective action will be assigned and a Customer Service Representative will contact you regarding the warranty fulfillment process. TMP, LLC. reserves the right, at its sole option, to satisfy its warranty obligations by repairing the product at TMP, LLC's expense, replacing the product, tendering the product to the original manufacturer or component manufacturer for the fulfillment of an applicable warranty, refunding the purchase price, or some combination of these.

PRODUCT SPECIFIC TERMS.

The following terms modify TMP, LLC's general terms stated above in Section 1 for each specific product, component, or category listed in this Section 2. Please read this Section carefully and familiarize yourself with the specific warranty terms for the products you have purchased.

A Standard Tuff Deck Products.

A.1 TMP, LLC. warrants that polyethylene components will be free from defects in material and workmanship, including being free from rust and corrosion for the useful life of the product; and

A.2 The standard primary colors described in the catalogue, and on the website, will be free from color shifts. Tuff Decks will be free from defects in material and workmanship including peeling, chipping and fading for three (3) years following the date of purchase, subject to the exclusions below:

A.2.1 The warranty is void if the customer's installation is defective.

A.2.2 TMP, LLC does not warrant that specialty products, special or custom colors will be free from color shifts.

A.2.3 The warranty does not apply to decks altered by outside forces, including but not limited to contact with trailers, other debris, or simple accidents.

A.3 TMP, LLC warrants that Tuff Deck products will be free from stress cracks, dents and tears under normal operating conditions for the useful life of the product.

A.4 Any Tuff Deck product not mounted with approved mounting hardware will void all warranties.

A.5 Tuff Deck Mfg. installation instructions: 1) Place deck plate on frame rails. 2) Slide hardware into place. 3) Tighten bolts to secure deck plate on frame rails. **WARNING: DO NOT USE AIR OR IMPACT WRENCHES TO INSTALL OR TORQUE NUTS/ BOLTS ON DECK PLATE. USE HAND TOOLS ONLY.**

Additional Warnings and Precautions!

1. Never Drill Top or Bottom Flange of Truck Frame or Trailer Frame. 2. Never Weld Mounting Brackets to Truck Frame or Trailer Frame

B. Mounting Hardware.

B.1 TMP, LLC warrants that all mounting hardware will be free from defects in materials and workmanship for the useful life of the product.

3. WARRANTY CONDITIONS AND LIMITATIONS. The following limitations and conditions (the "Warranty Conditions") apply to all TMP, LLC warranties including each product, component or category specific warranty contained in Section 2:

No warranties shall apply if TMP, LLC determines that the final product configuration or installation at any time exceeded TMP, LLC's recommended structural limits, weight or length restrictions, guidelines, or instructions for use, as published by TMP, LLC at the time of purchase.

No warranties shall apply to any products that were installed in contravention of TMP, LLC's installation guidelines or instructions listed at the time of installation, including, but not limited to, use of any unauthorized hardware, tools, fasteners, supplies or installation methods.

No warranties shall apply if TMP, LLC determines that the applicable product or component was used on a vehicle manufactured outside of accepted manufacturing practices.

No warranties shall apply if TMP, LLC determines that the applicable product or component was damaged as a result of occurrences outside of ordinary operating conditions, or as a result of an accident or collision not caused by the product, or was intentionally damaged by any person.

All warranties apply only to the original owner of the product and are not transferable or assignable to any subsequent owner or user. You must retain a copy of the original product invoice to claim and validate your warranty.

All warranties apply only to the single, original vehicle installation of the product. Any removal of a product from its original vehicle or reinstallation of any kind voids all warranties.

Attention:

Read and understand all instruction and warnings before installing and operating or using TMP, LLC. products. Mounting Tuff Deck properly is always very important if done correctly, it will add longer life to your deck. Always try to fasten deck or brackets as parallel as possible. Danger: Do not use TMP, LLC. products for transporting or storing flammables, explosives, hazardous material, or hazardous waste, such as containers of propane, gasoline, solvents, gun powder and acetylene.

I. Any modification made to TMP, LLC. products, or unintended use of TMP, LLC. products, can or could create a hazardous condition that can cause death, serious personal injury, or property damage.

Warning: Before mounting TMP, LLC. products, use extra precautions on placement. Users agree to hold TMP, LLC. harmless against claims caused by improper use, improper installation, or modifications to any and all TMP, LLC. products.