

# LIMITED WARRANTY

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## LIMITED ONE (1) YEAR WARRANTY ON SUSPENSION PRODUCTS

Subject to the limitations, terms and conditions hereof, FOX warrants, to the original retail owner (consumer) of each new FOX suspension product, that the FOX suspension product, when new, is free from defects in materials and workmanship. This limited warranty expires one (1) year from the date of the original FOX suspension product retail purchase from an authorized FOX dealer or from a FOX authorized Original Equipment Manufacturer where FOX suspension is included as original equipment on a purchased vehicle.

### TERMS OF WARRANTY

This limited warranty is conditioned on the FOX suspension product being operated under normal conditions and properly maintained as specified by FOX. This limited warranty is only applicable to FOX suspension purchased new from an authorized FOX source and is made only to the original retail owner (consumer) of the new FOX suspension product and is not transferable to subsequent owners.

Should it be determined, by FOX in its sole and final discretion, that a FOX suspension product is covered by this limited warranty, it will be repaired or replaced, by a comparable model, at FOX's sole option, which will be conclusive and binding.

THIS IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. ANY AND ALL OTHER REMEDIES AND DAMAGES THAT MAY OTHERWISE BE APPLICABLE UNDER THIS LIMITED WARRANTY ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES.

This limited warranty does not apply to normal wear and tear, malfunctions or failures that result from abuse, neglect, improper assembly, alteration or modification, improper or unauthorized repair or maintenance, crash, accident or collision, or other abnormal, excessive or improper use.

This limited warranty gives the consumer specific legal rights. The consumer may also have other legal rights under the applicable national laws which are not affected by this limited warranty. If it is determined by a court of competent jurisdiction that a certain provision of this limited warranty does not apply, such determination shall not affect any other provision of this limited warranty and all other provisions shall remain in effect.

THIS IS THE ONLY WARRANTY MADE BY FOX ON ITS SUSPENSION PRODUCTS AND COMPONENTS, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. ANY WARRANTIES THAT MAY OTHERWISE BE IMPLIED BY LAW INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

This limited warranty shall be governed exclusively by the laws of the State of California.