

A Note About Your FOX Limited Warranty

IF THE VEHICLE IS SUPERCHARGED, THE PURCHASER MUST COMPLETE AND SEND A RETAIL PURCHASER AGREEMENT INTO FOX AT THE TIME OF PURCHASE IN ORDER TO RECEIVE THE SECOND SET OF KEYS. ONCE FOX RECEIVES THE SIGNED RETAIL PURCHASER AGREEMENT THE WARRANTY WILL BECOME VALID. IF THE RETAIL PURCHASER AGREEMENT IS NOT COMPLETED AND RETURNED TO FOX, THE WARRANTY WILL NOT BE VALID.

Warranty Coverage and Warranty Coverage Period

The Fox Factory, Inc. ("FOX") limited warranty covers FOX modifications and alterations that FOX makes to the products approved conversion items for **three (3) years or the first thirty-six thousand (36,000) miles**, whichever occurs first (except for Nissan Chassis which is covered at a five (5) year or the first one hundred thousand (100,000) miles, whichever occurs first). This limited warranty covers substantial defects in materials and workmanship attributable to FOX that are used by FOX in the assembly process and are not covered by a separate manufacturer's warranty, including wheels, custom paint, aftermarket engine component, and/or FOX proprietary tuning, and suspension lift/lowering systems. "Defect" means the failure to conform to the design, manufacturing specifications, and tolerances of FOX.

The warranty period begins on the date that the vehicle is purchased, as entered on the Warranty Registration Form. This limited warranty applies to the first retail owner, only. It is not transferable.

What is NOT Covered

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to FOX; any material, component, or part of the product that is warranted by another entity (the written warranty provided by the manufacturer of the material, component, or part is the direct responsibility of that manufacturer/warrantor); defects in parts, materials, or workmanship of the original chassis that FOX does not alter; any vehicle sold outside the **United States and Canada** not sold through an in-country dealer authorized by FOX to sell its products; items that are added or changed after the product leaves FOX's possession; additional items installed at any dealership, other place of business, or another party, other than FOX; any product used for rental or other commercial purposes (Note: It shall be concluded that the product has been used for commercial and/or business purposes if the product owner or user files a tax form claiming any business or commercial tax benefit related to the product, or if the product is purchased, titled, or registered in a business name); any product sold from a dealers' rental fleet; normal wear, tear, usage, maintenance, service, and periodic adjustments; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manuals, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, wheel alignments or rotating tires, operating fluids, undercoat inspection and maintenance; damage due to accident or collision, including any acts of weather, damage, or corrosion due to the environment; theft, vandalism, explosion, riot, fire, objects striking the vehicle, or other intervening acts not attributable to FOX; damage called by airborne fallout (acid rain, chemicals, tree sap, hail, etc.); damage from chemicals or sealants; damage resulting from tire wear or tire failure; defacing, scratches, dents, or chips, including those caused by rocks or other road hazards; damage caused by off road use, overloading, or alteration of the product or any of its components or parts; if vehicle is previously titled as salvaged, scrapped, junked, or totaled; if the odometer has been disconnected or mileage has been altered; misuse of the vehicle, reckless driving, over curbs overloading, racing, or other competition; damage from the use of improper fuels or exceeding the recommended maximum engine RPM; or damage caused by lack of maintenance. **It is your responsibility to perform periodic maintenance on your conversion, such as recommend by the owner's manual. We recommend keeping record and receipts should questions arise about maintenance.** In addition, any costs associated with obtaining warranty service, including transportation, towing, lodging, loss of use, lost earnings, or any other incidental costs are specifically excluded from the coverage of this limited warranty. Use of this vehicle in any of the forementioned manners will void the warranty.

With respect to vehicles equipped with a supercharger or turbochargers, this Limited Warranty does not cover any product or part which FOX determines has been damaged due to alteration, improper installation, mishandling, misuse, exceeding recommended maximum RPM, participation in race/off-road activities, improper fuel octane or use of octane boosters, alteration of standard calibration configuration from delivery, mechanical modifications of any sort after delivery, neglect or accident. **When possible use 93 octane (RON+MON/2) fuel. Premium Pump gasoline of 91 octane (RON+MON/2) minimum is required. DO NOT use any Gasoline below 91 octane (RON+MON/2), even if mixing with higher octane fuels. DO NOT use any fuel with more than 10% ethanol by volume. (UAE & Europe equivalent Octane rating is 98 Octane (RON) minimum.)** Vehicles must be maintained according to the “Severe Use” or “Special Operating Conditions” maintenance recommendations set forth in the owner’s manual. If truck is stored for extended periods of time, use a fuel stabilizer.

Defects and/or damage to certain surfaces or other appearance items, including fabric and paint, may occur at the factory or when the product is in transit to FOX or a dealer. These items are usually detected and corrected by FOX or a dealer prior to delivery to the customer. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or FOX, at the time of delivery so a determination can be made by FOX if these items will be covered by this limited warranty and if corrective work will be performed at no cost to you as provided by this limited warranty.

The following items have warranties that are separately owned by the manufacturer.

Company	Website	Phone Number
BF Goodrich	www.bfgoodrichtires.com	1-877-788-8899
Mickey Thompson	www.mickeythompontires.com	1-330-928-9092
Nexen	www.nexentireusa.com	1-800-576-3936
Nitton	www.nittotire.com	1-888-529-8200
Kumho	www.kumhousa.com	1-800-445-8646

What FOX Will Do

In the event that a substantial defect in material or workmanship, attributable to FOX, and not covered by a separate manufacturer’s warranty, is found to exist during the warranty coverage period, it will be repaired or replaced, at FOX’s option, without charge to the owner, in accordance with the terms, conditions, and limitations of this limited warranty. FOX makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. At FOX’s discretion, we may elect to perform repairs at one of the FOX production facilities. Repairs may take up to thirty (30) days.

FOX’s obligation to repair or replace defective materials or workmanship is FOX’s sole obligation under this limited warranty. FOX reserves the right to use new or remanufactured parts of similar quality to complete any work and to make parts and design changes from time to time without notice to anyone. FOX reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product.

Obtaining Warranty Service

To obtain warranty service the owner must do all of the following: (1) Within ten (10) days of discovering a defect in material or workmanship, and within the warranty period, contact FOX by telephone or by mail at the address listed below; (2) Promptly schedule an appointment for service; and (3) Deliver the vehicle for service at your expense.

FOX PVD
2811 Tuscany Drive

Elkhart, IN 46514
Phone: 574-389-9000

OR

FOX PVD
7769 Gadsden Hwy
Trussville, AL 35173
Phone: 205-526-4532

If at any time you believe that you are not receiving proper service from an independent, authorized service center or if you have questions about this limited warranty, please contact us at the information noted above. In addition, if 2 or more service attempts have been made to correct any covered defect that you believe impairs the value, use, or safety of the product, or if it has taken longer than 15 days to get repairs completed, you must, to the extent permitted by law, notify FOX directly, in writing, so that FOX can become directly involved in making sure that you are provided service in accordance with the terms of this limited warranty. In addition, FOX reserves the right to require that the product be returned to FOX for certain repairs, at your expense.

Events Discharging FOX's Obligations Under Warranty

Certain things completely discharge FOX from any obligation under this limited warranty or any implied warranty and void this warranty. These include: any rental or other commercial use or purchase of the product (as defined in this warranty); any product sold from a dealers' rental fleet, through an auction, wholesale, or through a non-authorized dealer; any service work performed by a non-authorized dealer without prior, written approval of FOX, misuse; neglect; collision; accidents; failure to provide routine maintenance (See Owner's Manuals); unauthorized alteration; off road use; damage from weather or the environment; theft; vandalism; tampering; fire; explosions; overloading the product; odometer tampering; and, with respect to vehicles equipped with a supercharger; exceeding recommended maximum RPM, or using improper fuel octane or octane boosters.

Binding Arbitration

YOU AND WE EACH AGREE THAT ANY CLAIM OR DISPUTE BETWEEN US (INCLUDING BETWEEN YOU AND ANY OF OUR AFFILIATED COMPANIES) RELATED TO OR ARISING OUT OF YOUR VEHICLE PURCHASE, USE OF YOUR VEHICLE, THE VEHICLE WARRANTY, REPRESENTATIONS IN THE WARRANTY, OR THE DUTIES CONTEMPLATED UNDER THE WARRANTY, INCLUDING WITHOUT LIMITATION CLAIMS RELATED TO THE FAILURE TO CONFORM A VEHICLE TO WARRANTY, FAILURE TO REPURCHASE OR REPLACE YOUR VEHICLE, OR CLAIMS FOR A REFUND OR PARTIAL REFUND OF YOUR VEHICLE'S PURCHASE PRICE (EXCLUDING PERSONAL INJURY CLAIMS), SHALL BE RESOLVED BY BINDING ARBITRATION AT EITHER YOUR OR OUR ELECTION, EVEN IF THE CLAIM IS INITIALLY FILED IN A COURT OF LAW. IF EITHER YOU OR WE ELECT TO RESOLVE OUR DISPUTE VIA ARBITRATION (AS OPPOSED TO IN A COURT OF LAW), SUCH BINDING ARBITRATION SHALL BE ADMINISTERED BY AND THROUGH JAMS MEDIATION, ARBITRATION AND ADR SERVICES (JAMS) UNDER ITS STREAMLINED ARBITRATION RULES & PROCEDURES.

This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us (including our affiliated companies) relating to or arising out of your vehicle purchase, use of your vehicle, or the vehicle warranty subject to arbitration to the maximum extent permitted by law.

In any arbitration, the arbitrator shall be bound by the terms of this agreement and shall follow the applicable law. The arbitrator shall not have the power to commit manifest errors of law, and any award rendered by the arbitrator that employs a manifest error of law may be vacated or corrected by a court of competent jurisdiction for such error. The arbitrator may only resolve disputes between you and us and may not

consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing vehicles as permitted by law. In other words, you and we may bring claims against the other only in your or our individual capacity, and not as a plaintiff or class member in any class or representative action to the maximum extent permitted by law. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief, then that claim (and only that claim) must be brought in court and must be stayed pending arbitration of the arbitrable claims. If arbitration is elected by either party, the parties collectively agree that they waive their right to a jury trial. In no event shall class arbitration be permitted.

Notwithstanding the above, you may file a lawsuit in small claims court for any claims that otherwise require binding arbitration. This agreement evidences a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any award in arbitration may be entered in any court having jurisdiction.

YOUR WARRANTY IS MADE SUBJECT TO THE TERMS OF THIS BINDING ARBITRATION PROVISION. BY ACCEPTING BENEFITS UNDER THIS WARRANTY, INCLUDING HAVING ANY REPAIRS PERFORMED UNDER WARRANTY, YOU AGREE TO BE BOUND BY THESE TERMS.

IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE CONTACT US BY SENDING AN EMAIL TO LEGAL@RIDEFOX.COM WITHIN THIRTY (30) DAYS OF YOUR PURCHASE OR LEASE TO OPT-OUT OF THIS ARBITRATION PROVISION. PLEASE USE THE SUBJECT LINE "NOTICE OF ABRITRATION OPT-OUT" AND ATTACH A COPY OF YOUR VEHICLE WARRANTY REGISTRATION.

Limitation and Disclaimer Of Implied Warranties

ANY IMPLIED WARRANTY FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE PORTION OF THE PRODUCT COVERED BY THIS LIMITED WARRANTY. THIS WARRANTY IS GIVEN SOLELY FOR THE BENEFIT OF THE ORIGINAL RETAIL PURCHASER AND NONE OTHER.

Any implied warranty of merchantability found to arise is also limited to substantial defects that existed at the time of sale, surfaced within the time period of the implied warranty, and were discovered and reported within the time period of the implied warranty of merchantability.

FOX disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from the coverage of this limited warranty. FOX makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to modify or enlarge this limited warranty or to create any other obligation for FOX. Any selling or servicing dealer is not FOX's agent, but an independent entity. FOX is not responsible for any representation, warranty, or undertaking by any dealer or anyone else beyond what is stated in this limited warranty.

Disclaimer of Consequential and Incidental Damages

YOU ARE NOT ENTITLED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF THESE DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY, OR ANY IMPLIED WARRANTY, HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and FOX is not liable for, towing, shipping, or transportation expenses, travel, lodging, rental vehicles, loss of work, or any other expenses incurred due to loss of use of the product or other reason, even if the product is under warranty. Some states do not

allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Legal Remedies

THE STATE OF ALABAMA HAS SOLE AND EXCLUSIVE JURISDICTION TO DECIDE LEGAL DISPUTES RELATING TO ALLEGED BREACH OF WARRANTY OR REPRESENTATIONS OF ANY KIND. YOU AGREE THAT ALABAMA HAS SOLE AND EXCLUSIVE JURISDICTION OVER THE PARTIES REGARDING THOSE TYPES OF CLAIMS, AND THAT THEY MUST BE FILED IN ALABAMA. IN ADDITION, THIS LIMITED WARRANTY, AND ANY CLAIM OR CONTROVERSY ABOUT IT OR ANY SERVICE WORK ON THE VEHICLE, SHALL BE GOVERNED BY, AND SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE STATE OF ALABAMA. THIS INCLUDES ALABAMA'S STATUTE OF LIMITATIONS. THIS WILL BE DONE WITHOUT REGARD TO ANY CONFLICT OF LAW RULE THAT WOULD RESULT IN THE APPLICATION OF LAWS FROM A DIFFERENT JURISDICTION.

Any action to enforce any portion of this limited warranty, any implied warranty, or for revocation of acceptance, **MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER EXPIRATION OF THE 3 YEAR, 36,000 MILE (60,000 Kilometer) WARRANTY COVERAGE PERIOD** designated above, or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding anything excluded from the coverage of this limited warranty shall be considered "good will" repairs. They will not alter the terms of this limited warranty or extend any warranty coverage period or the time limitation for filing in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period, this warranty does not extend to future performance. It only sets forth what FOX will do. It does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of FOX, or any agent of FOX (actual, apparent, or alleged), shall be interpreted as an extension of any warranty period or the time limitation for filing in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

Warranty Registration and Miscellaneous

Your warranty registration records should be completed and delivered to the appropriate companies, including FOX and the manufacturer/ warrantor of component parts. The FOX Warranty Registration card must be returned to FOX within thirty (30) days of purchase to make this limited warranty effective. FOX can better serve your needs should a substantial defect occur by requiring the completion and return of this card. Additionally, registration aids in the securing of faster service and in providing possible recall information. As such, your FOX limited warranty will not be registered and this limited warranty will not be effective unless that card is completed and received by FOX. Failure to file the Warranty Registration card with FOX will affect your rights under this limited warranty, and it will cause delays in obtaining the benefits of this limited warranty.

FOX reserves the right to designate where any warranty work can be performed. FOX also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Consumer Safety Information

If you believe that your vehicle has a safety defect which could cause an accident resulting in injury or death, you should immediately notify the National Highway Traffic Safety Administration (NHTSA) in addition to notifying FOX.

If NHTSA receives similar complaints, it may open an investigation. If NHTSA finds that a safety defect exists in a group of vehicles, it may order a recall and remedy campaign. NHTSA cannot become involved in the resolution of individual disputes between or among customers, automobile dealerships, and/or FOX.

**National Highway Traffic Safety Administration
U. S. Department of Transportation
Washington, D.C. 20590
NHTSA Auto Safety Hotline
1 (800) 429-9393**