



Limited Five (5) Year Warranty

The Malone Auto Racks (Malone) Limited 5 Year Warranty covers certain Malone-brand products that have been specifically identified for inclusion in the program. This warranty is in effect for five (5) years, from the time of sale, for the original retail purchaser of the product. This warranty is terminated after five years from the date of purchase, or, when the original retail purchaser sells or otherwise transfers the product to any other person or entity during the five year warranty period.

Subject to the limitations and exclusions described in this warranty, Malone will remedy defects in materials and/or workmanship by repairing or replacing, at its option, a defective product without charge for parts or labor. Malone may elect, at its option, not to repair or replace a defective product but rather issue to the original retail purchaser a refund equal to the purchase price paid for the product, or credit to be used toward the purchase of a replacement Malone product.

This warranty does not cover, and no warranty is given for defects or problems caused by normal wear and tear, which includes, but is not limited to, surface (aesthetic) metal corrosion, scratches, dents, deformities, accidents, unlawful vehicle operation, or any modification of a product not performed or authorized in writing by Malone.

In addition, this warranty does not cover problems resulting from conditions beyond Malone's control including, but not limited to, theft, misuse, overloading, or failure to assemble, mount or use the product in accordance with Malone's written instructions or guidelines included with the product provided to the original retail purchaser.

No warranty is given for Malone products purchased outside of the continental United States, Canada and Mexico.

If the product is believed to be defective, the original retail purchaser should contact the Malone dealer from whom it was purchased, who will give the original retail purchaser instructions on how to proceed. If the original retail purchaser is unable to contact the Malone dealer, or the dealer is not able to remedy the defect, the original retail purchaser should contact Malone by email at technical@maloneautoracks.com.

In the event that the product must be returned to Malone, a technician at the email address above will provide the original purchaser with return shipping instructions. The original purchaser will be responsible for the cost of mailing the product to Malone. In order to be eligible to receive any remedy under this warranty, a copy of the original purchase receipt, a description of the defect and a return address must be provided. This Malone warranty coverage does not, under any circumstances, cover any damage to non-Malone products used in conjunction with Malone products.

Disclaimer of Liability

Repair or replacement of a defective product, or the issue of a refund or credit (as determined by Malone) is the original retail purchaser's sole and exclusive remedy under this warranty. Damage to original purchaser's vehicle, cargo, or property, and/ or to any other person or property is not covered by this warranty.

This warranty is expressly made in lieu of any and all other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose.

Malone's sole liability to any purchaser is limited to the remedy set forth above. In no event will Malone be liable for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages, or, for any other damages of any kind or nature (including but not limited to, lost profits, lost income or lost sales).

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not be applicable.

In addition, all vehicular transports are potentially hazardous. Any person(s) using Malone products are personally responsible for following the given directions for use and/or installation and accepts full responsibility for any and all damages or injury of any kind including death, which may result from their use and/or installation.

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