



BALKAMP

BK - Warranty Code 552 – See Manufacturer's Complete Written Policy

Manufacturer: Weigh Safe

LIMITED WARRANTY

Subject to the limitations set forth below, Leap Innovations (the “**Manufacturer**”) warrants to the original consumer purchaser (the “**Purchaser**”) of the WeighSafe Hitch that the WeighSafe Hitch, other than the WeighSafe Hitch gauge (the “**gauge**”), shall be free from material defects in parts and/or workmanship that impair the intended use of the WeighSafe Hitch for so long as the Purchaser owns the WeighSafe Hitch. Subject to the limitations set forth below, the Manufacturer warrants to the Purchaser that the gauge shall be free from material defects in parts and/or workmanship for a period of one-year from the date of purchase. *****TO OBTAIN BENEFITS of this warranty you MUST: REGISTER ON LINE (within 30 days of original date of purchase) AT: www.weigh-safe.com/register**

1. This Warranty is nontransferable and is expressly limited to the repair or replacement of a defective WeighSafe Hitch, including any part thereof, covered under this Warranty.

2. To make a claim under this Warranty, the Purchaser must first write the Manufacturer at 420 N Geneva Road, Lindon UT. 84606, to receive a Return Authorization number and/or determine specific needs.

3. The Manufacturer reserves the right to examine photographs and/or physical evidence of a WeighSafe Hitch claimed to be defective, and to recover said WeighSafe Hitch pursuant to the terms of this Warranty, prior to authorization of a claim under this Warranty.

4. Unless indicated otherwise by the Manufacturer, in order to determine whether a requested repair is covered under this Warranty, the WeighSafe Hitch must be shipped prepaid to the Manufacturer with a copy of the relevant proof of purchase. The Manufacturer will not be responsible for any loss or damage incurred in connection with the return of a WeighSafe Hitch or its parts to Manufacturer under this Warranty. The Manufacturer will examine the WeighSafe Hitch so shipped and, in its sole and reasonable discretion, will determine (1) whether this Warranty covers the WeighSafe Hitch and, if it does, (2) whether the WeighSafe Hitch needs to be repaired or replaced. Any and all dealer service charges, labor costs, shipping costs, insurance, travel expenses and any other charges or costs involved in the removal, installation or replacement of a defective WeighSafe Hitch, including, but not limited to, any part thereof, covered under this Warranty, will be the sole responsibility of the Purchaser and must be prepaid. Any WeighSafe Hitch, including any part thereof, shipped to the Manufacturer “collect” will be refused.

5. THIS WARRANTY IS VOID IF THE WEIGHSAFE HITCH HAS BEEN DAMAGED BY ACCIDENT, USE OTHER THAN THE WEIGHSAFE HITCH'S INTENDED USE, UNREASONABLE USE AND/OR ABUSE, NEGLIGENCE, IMPROPER SERVICE, IMPROPER INSTALLATION OR HANDLING, FAILURE TO FOLLOW PROVIDED INSTRUCTIONS, SHIPPING, VANDALISM, ACTS OF GOD, ENVIRONMENTAL FACTORS, ALTERATION OF THE WEIGHSAFE HITCH, OR ANY OTHER EVENTS BEYOND THE CONTROL OF THE MANUFACTURER OR OTHER CAUSES NOT ARISING OUT OF DEFECTS IN MATERIAL OR WORKMANSHIP.

6. USING THE WEIGHSAFE HITCH FOR OTHER THAN PERSONAL USE AS A TOWING HITCH WILL VOID THIS WARRANTY.

7. Manufacturer warranties that the gauge reading is accurate within fifty pounds.

7. THIS WARRANTY DOES NOT COVER ANY LIABILITY TO PERSON OR PROPERTY THAT MAY OCCUR UPON: (i) Purchaser's failure to correctly and securely attach a tow load using all relevant recommendations, (ii) Purchaser's failure to check the gauge or to use the WeighSafe Hitch within the gross trailer weight range, tongue weight range, and tow-ball weight rating specified for the applicable towing vehicle, trailer, tow, boat, etc., and tow-ball, including initially upon attaching a tow load and after adding any additional load(s), (iii) Purchaser's failure to properly secure loads to avoid shifting of weight, or (iv) Purchaser's failure to comply with traffic regulations or drive

safely by a reasonable standard. The occurrence of any of the failures or events listed in this Section 7 shall void this Warranty.

8. The Manufacturer does not warrant that the WeighSafe Hitch will prevent, or be free from damage, upon the occurrence of any traffic accident or other liability arising from an act of God.

9. THIS WARRANTY DOES NOT COVER SCRATCHING OR SCUFFING OF THE WEIGHSAFE HITCH THAT MAY RESULT FROM NORMAL USAGE. THIS WARRANTY ALSO DOES NOT COVER RUSTING PARTS, CRACKS THAT DO NOT AFFECT THE FUNCTIONALITY OF THE PRODUCT, OR OTHER DAMAGE CAUSED BY WEATHER OR CLIMATE CONDITIONS OR EXPOSURE TO CORROSIVES SUCH AS SALTS, PESTICIDES, ETC.

10. This Warranty gives the Purchaser specific legal rights, and such Purchaser may also have other rights which vary from state to state.

11. THIS WARRANTY IS GIVEN EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTY ARISING OUT OF THE SALE OF THE WEIGHSAFE HITCH, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

12. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to certain Purchasers.

13. THE REMEDY OF REPAIR OR REPLACEMENT STATED ABOVE SHALL BE THE PURCHASER'S EXCLUSIVE REMEDY. THE MANUFACTURER DOES NOT ASSUME OR AUTHORIZE ANY PERSON OR REPRESENTATIVE TO ASSUME ON ITS BEHALF ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF A WEIGHSAFE HITCH. THE MANUFACTURER SHALL NOT BE LIABLE FOR (A) ANY DAMAGES OR EXPENSES THAT MAY OCCUR, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, INSTALLATION, USE, PERFORMANCE AND/OR REMOVAL OF THE WEIGHSAFE HITCH (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY); (B) ANY OTHER CLAIM ARISING FROM NEGLIGENCE, STRICT LIABILITY, OR BREACH OF CONTRACT REGARDING THE WEIGHSAFE HITCH; OR (C) OTHER DAMAGES WITH RESPECT TO ANY ECONOMIC LOSS, LOSS OF PROPERTY, LOSS OF ENJOYMENT OF USE, COSTS OF INSTALLATION AND/OR REMOVAL, OR OTHER CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY COVERING THE WEIGHSAFE HITCH.

14. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to certain Purchasers.

15. While the Manufacturer has made attempts to ensure that the WeighSafe Hitch is safe to use, freedom from injury cannot be guaranteed. The Purchaser assumes all risk of injury resulting from the use of the WeighSafe Hitch. All WeighSafe Hitches are sold subject to this condition, and no representative of the Manufacturer may waive or change this policy.

THANK YOU FOR BUYING A WEIGH SAFE PRODUCT!

We hope you enjoy your experience with your new hitch. If there are ever any issues or concerns with your product we want to know about it! Please follow the instructions below in order for the Weigh Safe team can resolve the problem.

