

DISCLAIMER

BEFORE PROCEEDING WITH THIS PURCHASE, BUYER SHOULD REVIEW THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY BELOW.

DISCLAIMER OF WARRANTY: THE EQUIPMENT (INCLUDING ANY ACCESSORIES AND COMPONENTS) ARE BEING SOLD AS IS AND WITH ALL FAULTS BY KENT E. BERG AND ADAPTIVE BICYCLE TRAILERS CORPORATION (COLLECTIVELY “SELLER”) TO BUYER. ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, ARE HEREBY DISCLAIMED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. By proceeding with the purchase of this Equipment, Buyer acknowledges it has not been induced by any statements or representations of any person with respect to the quality or condition of the Equipment and that no such statements or representations have been made.

LIMITATION OF LIABILITY: In no event shall the Seller, including his heirs, executors and assigns, and its officers, agents, employees, representatives, attorneys and parent, subsidiary and affiliated companies, be liable for damages of any nature, including without limitation, special, direct, indirect, punitive, incidental or consequential damages, whether or not relating to or in any manner resulting from or arising out of any nonconformity of the Equipment, accessories and components, any defect in material and workmanship, any performance or nonperformance of the Seller of any of the obligations or delay of delivery or failure to deliver for whatever cause. In no event will the Seller’s liability exceed the price the Buyer paid to the Seller for the specific Equipment provided by the Seller giving rise to the claim or cause of action.

BY CONTINUING WITH THIS PURCHASE, I ACKNOWLEDGE THAT I HAVE READ THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

BUYERS SIGNATURE

DATE