

# Limited Lifetime Warranty

This product is protected by Patent #(s) USD697838S1, USD682751S1, USD683279S1, USD797008S1

## **Terms you need to know to understand this warranty:**

- “GEN-Y” means GEN-Y HITCH, the manufacturer of GEN-Y HITCH brand hitches
- “hitch” means any GEN-Y HITCH branded hitch, parts or accessories manufactured by GEN-Y HITCH
- “you” means the original consumer purchaser of the Hitch
- “Lifetime Warranty” means this Limited Lifetime Warranty as contained in this document

## **What is covered by this Lifetime Warranty:**

This Limited Warranty covers defects in the material or workmanship of your Hitch. All obligations of GEN-Y Hitch pursuant to this Limited Warranty are limited to the repair or replacement of the Hitch by GEN-Y Hitch. The decision as to whether any applicable remedy shall be by replacement or by repair of the hitch shall be at GEN-Y Hitch’s sole determination. All coverage provided by this Limited Warranty terminates in the event of your sale or transfer of the Hitch.

This Limited Warranty is expressly IN LIEU of any other express warranty and is further IN LIEU of any implied warranty, including, but not limited to, any implied WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE except as may otherwise be required by applicable Federal or State law at the time the hitch was manufactured.

## **What is NOT covered by this Limited Warranty:**

This Limited Warranty does not cover the following:

- Normal wear and tear
- The finish on the hitch
  - Wear around the shank of the hitch, the ball mount and pintle saddle is inevitable & should be expected with normal use of the hitch due to metal on metal contact from trailer couplers / lunette rings
- Replacement of the hitch by any person or entity other than GEN-Y HITCH
- Any consequential or incidental damages including, but not limited to: commercial loss, loss of time, loss or damage to personal property, lodging, meals, or other related travel costs, or any other incidental or consequential damages, arising out of the use of the Hitch, the inability to use the Hitch, or for any other reasonable delay in performance under this Limited Warranty
- Service or labor charges for:
  - Removing the Hitch
  - Returning the Hitch to GEN-Y Hitch or replacing the Hitch by anyone other than GEN-Y Hitch
  - Damages caused by abuse, neglect, misuse, misapplication, overloading or improper installation, improper maintenance and repair, negligence or acts of God
  - Alteration of the Hitch in any way other than by GEN-Y Hitch
  - Failure to utilize the hitch in compliance with it’s User Manual
  - Failure of any product to which the Hitch was attached

## **How to Initiate a Warranty Claim:**

To make a claim under this Limited Warranty, you must fill out GEN-Y HITCH’s warranty claim form: <https://genyhitch.com/return-claim/> Providing all the required information request in this claim. GEN-Y HITCH will evaluate all claims and provide a Return Authorization prepaid shipping label. The hitch must be returned to GEN-Y HITCH for inspection at 1952 W Market St Nappanee, IN 46550 with GEN-Y HITCH’s Return Authorization number prior to replacement. A hitch returned to GEN-Y HITCH without a Return Authorization is unable to be processed. Please retain your sales receipt to verify the date of the purchase of your hitch and that you are the original purchaser. This Limited Warranty is void in the event of sale or transfer of the hitch from the original purchaser. You agree that you will maintain all evidence of an alleged defect or damage through the ultimate resolution of any claim and make such evidence available to GEN-Y HITCH and/or its representatives and further agree that the failure to preserve such evidence will result in the loss of the claim.

## **Governing Law and Jurisdiction:**

This Limited Warranty gives You specific legal right, and You may also have other rights which vary from state to state. The laws applicable to any litigation, dispute, mediation, arbitration, or any claim whatsoever arising from the sale, purchase, or use of the Hitch shall be the laws of the State of Indiana, without regard to rules pertaining to conflicts of law. The exclusive jurisdiction for deciding any claims, demands or causes of action relating in any way, from the sale, purchase, or use of the hitch shall be with the courts of the Circuit or Superior Courts of Elkhart County, Indiana.

## **Changes in the design of and/or improvements to GEN-Y HITCH products and substitution of parts or components**

GEN-Y Hitch reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements upon its products without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its products already manufactured. GEN-Y HITCH further reserves the right to substitute parts or components of substantial.

If your GEN-Y product was involved in an accident, please do not continue to tow with it. There may be structural damage to the hitch that you can’t see that could result in product failure.

**DISCLAIMER: GEN-Y HITCH SHALL NOT BE HELD RESPONSIBLE FOR ANY OR ALL “COMPATIBLE PARTS OR PRODUCTS” BEING USED OR BEING UTILIZED FOR TOWING WITH OR AROUND A GEN-Y HITCH. GEN-Y HITCH PRODUCTS SHALL NEVER BE ALTERED IN ANY CIRCUMSTANCES OR FOR ANY REASON AND WILL VOID ANY WARRANTIES IF DONE SO.**