

FOX COMMERCIAL SERIES LIMITED WARRANTY

FOX Factory, Inc., a California corporation having offices at 750 Vernon Way Suite 101, El Cajon, CA 92020 ("FOX"), makes the following LIMITED WARRANTY with respect to its suspension products: LIMITED TWO (2) YEAR / TWO HUNDRED THOUSAND (200,000) MILE WARRANTY ON COMMERCIAL SERIES SUSPENSION PRODUCTS.

Subject to the limitations, terms and conditions hereof, FOX warrants, to the original retail owner of each new FOX suspension product, that the FOX suspension product, when new, is free from defects in materials and workmanship. Unless otherwise required by law, this warranty expires at the first of Two Hundred Thousand (200,000) miles or (2) years from the date of the original FOX suspension product retail purchase from an authorized FOX dealer or from a FOX authorized Original Equipment Manufacturer where FOX suspension is included as original equipment on a purchased vehicle. If law requires warranty duration of greater than Two Hundred Thousand (200,000) miles or two (2) years, then, subject to the other provisions hereof, this warranty will expire at the end of the minimum warranty period required by such law.

TERMS OF WARRANTY

This warranty is conditioned on the FOX suspension product being operated under normal conditions and properly maintained as specified by FOX. This warranty is only applicable to FOX suspensions purchased new from an authorized FOX source and is made only to the original retail owner of the new FOX suspension product and is not transferable to subsequent owners. This warranty is void if the FOX suspension product is subjected to abuse, neglect, improper or unauthorized repair, improper or unauthorized service or maintenance, alteration, modification, accident or other abnormal, excessive, or improper use.

Should it be determined by FOX in its sole and final discretion, that a FOX suspension product is covered by this warranty, it will be repaired or replaced, by a comparable model, at FOX's sole option, which will be conclusive and binding. THIS IS THE EXCLUSIVE REMEDY UNDER THIS WARRANTY. ANY AND ALL OTHER REMEDIES AND DAMAGES THAT MAY OTHERWISE BE APPLICABLE ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNATIVE DAMAGES.

This limited warranty does not apply to normal wear and tear, external finishes, malfunctions or failures that result from abuse, improper assembly, neglect, alteration, improper maintenance, crash, misuse or collision. This limited warranty gives the consumer specific legal rights. The consumer may also have other legal rights which vary from state to state or country to country. Some states and countries do not allow the exclusion or limitation of incidental or consequential damages or warranties, and if dictated by law the above limitations or exclusions may not apply to you. If it is determined by a court of competent jurisdiction that a certain provision of this limited warranty does not apply, such determination shall not affect any other provision of this limited warranty and all other provisions shall remain in full effect.

THIS IS THE ONLY WARRANTY MADE BY FOX ON ITS SUSPENSION PRODUCTS AND COMPONENTS, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. ANY WARRANTIES THAT MAY OTHERWISE BE IMPLIED BY LAW INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.