

## 1. Limited Warranty.

1.1 Warranty. Manufacturer warrants that its Product to the original purchaser will be free of defects in material and workmanship under normal use and service with proper maintenance for a period of one (1) year (the "Limited Warranty"), subject to the following:

(a) Warranty covers the main frame for 3 years, ramps, cross-members, railings, and any non-wearing items for one (1) year. Normal wear items will not be replaced due to wear. These normal wear items include but are not limited to flooring, paint, brake lining(s), bearings and hoses. All auxiliary parts such as brakes, calipers, jacks, wheels, bearings, tires, suspension, lights, hydraulic dump cylinder and controls are covered by the warranty of their manufacturer.

(b) The sole responsibility of Manufacturer under this Limited Warranty shall be to repair and replace parts at the Manufacturer's factory, or at an authorized Dealer, or another location (with prior written approval by Manufacturer). All other obligations or liabilities, including incidental or consequential damages or contingent liabilities arising out of the failure of any parts to operate properly are hereby excluded, including but not limited to any damages resulting from loss of use, inconvenience, loss of time, commercial loss, or any other type of damages general or specific, foreseen or unforeseen, unless applicable state law provides otherwise. Manufacturer will not reimburse any claimant for any adjustment or repair of a Product without the prior written approval by Manufacturer. Any repairs performed at a location other than Manufacturer's factory will be allotted \$25.00 per hour for labor costs.

(c) Manufacturer is not responsible for damage caused by accident, negligence, abuse, misapplication, or misuse of a Product or any of its component parts. Loading in excess of gross vehicle load rating stated on the certificate plate will invalidate any and all warranties. Any modifications, alterations, or repair to any Product without Manufacturer's prior knowledge and written consent will void Manufacturer's Limited Warranty.

(d) Transportation of any Product to and/or from Dealer, or an approved repair facility, or Manufacturer's factory shall be the responsibility of the owner. Manufacturer shall not be held responsible for any such costs.

(e) This Limited Warranty is expressly given in lieu of all other warranties and representations. Manufacturer makes no representation or warranty of any kind, express or implied, with respect to Products as to merchantability, fitness for a particular purpose or any other matter. No one, including an authorized Dealer is authorized to make further or additional warranties on behalf of Manufacturer.

(f) Dealer is responsible for submitting to Manufacturer any claim it wishes to make under this Limited Warranty.

## 1.2 Procedure.

(a) Within five (5) days after discovering a problem with a Product, Customer shall return the allegedly defective Product(s) to Dealer for inspection, and Dealer shall promptly, but in no

event more than five (5) days following notice of an alleged problem with a Product, notify Manufacturer of any known claims under the Limited Warranty (such a claim under the Limited Warranty, a "Claim") and shall cooperate in the investigation of such claims.

(b) If Dealer cannot repair the problem free of charge and Customer wants to file a claim under the Limited Warranty (such Customer, a "Claimant"), Dealer must send notice to Manufacturer via a Limited Warranty claim form by registered letter or facsimile, together with all the required information within ten (10) days of the discovery of a problem with the Product(s).

(c) As soon as reasonably possible, Manufacturer will acknowledge such receipt of a Claim by sending a registered letter or facsimile to Dealer.

(d) Any defective Product(s) must be sent by prepaid freight to Manufacturer in order to qualify Claimant for replacement or reimbursement under the Limited Warranty. If a Claim is approved under the Limited Warranty, any defective Product(s) must be returned to Manufacturer within thirty (30) days of the date of approval of a Claim by Manufacturer to qualify a Claimant for reimbursement.

(e) Manufacturer shall have no obligation under the Limited Warranty set forth above if Dealer or Customer:

(i) fails to notify Manufacturer in writing during the applicable Limited Warranty period of an alleged non-conformity; or

(ii) uses, misuses, or neglects a Product in a manner inconsistent with such Product's specifications or use or maintenance directions, modifies a Product, or improperly installs, handles, or maintains a Product.

(f) Except as explicitly authorized in this Agreement or in a separate written agreement with Manufacturer, if any, Dealer shall not service, repair, modify, alter, replace, reverse engineer, or otherwise change the Products it sells to Customers. Dealer shall not provide its own warranty regarding any of the Products.

(g) Except for the limited warranty, manufacturer expressly disclaims any warranties or conditions otherwise implied by law, including, without limitation, implied warranties of merchantability or fitness for a particular purpose. The remedies under this warranty shall be the only remedies available to the buyer of the products or any other person, and manufacturer has not and does not authorize any other person to assume any other obligation or liability with respect to the products.