

WARRANTY

Dump Body & Trailer

WARRANTY. WARREN, INC., (herinafter called Warren) warrants each new trailer, dump body and item of hydraulic equipment manufactured by it to be free from defects in material and workmanship under normal use and service with loads not exceeding the vehicle manufacturer's rated capacity for a period of 12 months after delivery to the original purchaser direct or by and authorized distributor.

Exclusions from Warranty: This Warranty shall not apply to:

- (1) components manufactured by persons other than Warren (such as hydraulics pumps, motors, valve, bearings, etc.) beyond warranty, if any, which may be made by such manufacturer,
- (2) any unit which shall have been subject to misuse, negligence, alteration or accident or which shall have been repaired by anyone other than Warren or its authorized service distributor in any way so as in the judgment of Warren to affect adversely its performance or reliability, or
- (3) normal maintenance services.

Purchaser's Exclusive Remedies. Warren's sole obligation under this warranty will be to repair or replace. At its option, any warranted unit or part as described above which shall be returned to Warren's factory or authorized service distributor and which examination shall disclose to Warren's satisfaction to have been defective. Freight or other transportation costs to and from the factory or authorized service distributor must be paid by the purchaser. Warren will not assume any charges for repairs made by anyone other than Warren or its authorized service distributor.

Exclusion of other Warranties. No other warranty is made by Warren and in particular Warren makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Warren neither assumes nor authorizes any person to assume for it any liability other than described herein.

Limitations of Actions. Without extending the period of warranty stated above, any action for breach of warranty must be commenced within one year of the breached claimed or forever barred.

Limitations of Damages. The purchaser's remedy stated above shall be exclusive for any claims against Warren whether based on contract, negligence, tort, or any other theory. In no event shall Warren be liable for any consequential damages which may result from any defect or failure of a unit or part.

Warren, Inc.

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