



**DUMP BODIES AND HOISTS
SINCE 1924**

**TRUCK ENGINEERING LTD LLC
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LIMITED WARRANTY

Truck Engineering makes no warranty to distributor, express or implied, **AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE** on products or parts except only as follows:

Truck Engineering Ltd LLC ("Truck Engineering") warrants to the first ultimate user that all parts or components supplied by Truck Engineering shall be free from defects in material and workmanship, under normal and proper use and service, for a period of five (5) years. The first three (3) years should be full and the last two (2) pro-rated at 50%. This includes DUMP BODY and HOIST (exception the hoist cylinder only has 1 year warranty from manufacturer). The warranty period shall run from date of delivery of the unit to the first ultimate user.

This warranty is expressly limited to the replacement or repair at its factory in Fort Wayne, Indiana, or at such other places as Truck Engineering may designate, of such products that shall be returned to it with transportation charges prepaid and which shall appear to its satisfaction, upon inspection at such factory or other place designated by it, to have been defective in material or workmanship. In lieu of repair or replacement, Truck Engineering reserves the right to allow credit for any defective unit, at its sole option.

This warranty does not apply to any part of component supplied by Truck Engineering which shall have been repaired or altered by anyone other than Truck Engineering so as to affect its condition, or which has been subject to misuse, negligence or accident, or which shall have been installed or operated other than in accordance with the printed instructions of Truck Engineering.

The **SALES PERSONNEL** or other employees of authorized distributors or dealers are **NOT AUTHORIZED TO MAKE WARRANTIES** concerning the products of Truck Engineering. The authorized distributor or dealer's employees' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES**, shall not be relied upon by the purchaser, and are not a part of the contract of sale. **THIS WARRANTY DOES NOT OBLIGATE TRUCK ENGINEERING TO BEAR THE COST OF LABOR IN REPLACING DEFECTIVE PARTS. NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH HEREIN.**

Truck Engineering shall not under any circumstances be liable for incidental, consequential, general, indirect or special damages such as, but not limited to, damage to or loss of other property or equipment, loss of profits, loss of goodwill, work stoppage, impairment of other goods, cost of purchased or replacement products, or claims of customer of the first ultimate user.

The remedies of the first ultimate user set forth herein are exclusive, and the liability of Truck Engineering shall not, except as expressly provided herein, exceed the price of the goods upon which such liability is based.

"WE MAKE NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE."

Truck Engineering's warranty policy, a copy of which is attached hereto, is incorporated herein and by reference hereto makes a part hereof. Truck Engineering reserves the right to revise, amend, or terminate such warranty policy at any time upon written notice to distributor, but such revision, amendment or termination shall not be effective as to products of Truck Engineering purchased by distributor prior to the giving of such notice.

Truck Engineering agrees to pay distributor for distributor's work in fulfilling warranty obligations in accordance with Truck Engineering's established warranty policy as in effect from time to time.

Distributor shall be solely responsible for assuring that the warranty card, to be furnished by Truck Engineering, is filled in completely, executed by the first ultimate purchaser and returned to Truck Engineering as provided in Truck Engineering's warranty policy. Distributor agrees to indemnify and hold harmless Truck Engineering from and against any and all claims, actions, liabilities, losses, costs and expenses, including attorneys fees, of any type or nature arising out of distributor's failure to obtain such warranty cards or warranty statements or to otherwise implement Truck Engineering's warranty policy, and if so requested by Truck Engineering, will at its sole expense, defend any such claims, proceedings, or demands.

The laws of the State of Indiana shall govern the rights and obligations of the parties under this agreement.

TRUCK ENGINEERING LTD LLC
WARRANTY POLICY

Truck Engineering expressly limits the liability to the replacement or repair of parts of its product proven, to Truck Engineering's satisfaction, to be defective in material or workmanship during the duration of the warranty period commencing from the date of delivery of the unit to the first ultimate user, as set forth on the attached Warranty Statement

Truck Engineering does not extend any warranty beyond this express warranty to first ultimate users of Truck Engineering equipment who purchased it from authorized Distributors. The Distributor is responsible to his own customers for claims resulting from misapplication of equipment and is further responsible for protecting itself against unwarranted claims by customers for failures due to overloading, misuse, or abuse of equipment.

IMPORTANT NOTICE: All obligations of Truck Engineering Ltd LLC to perform under the warranty are null and void unless the warranty card or warranty statement, as the case may be, is filled in completely, executed by the first ultimate purchaser, and returned to Truck Engineering Ltd LLC 4401 Bluffton Road, Fort Wayne, Indiana 46809.

In cases where product failures due to defects in design, material or workmanship occur within the warranty period set forth in the Warranty Statement, a claim must be filed within Thirty (30) days of such failure. Truck Engineering will make the following allowances to authorized distributors:

1. Components such as pumps and cylinders which are returned to Truck Engineering factory and which, by our inspection, are determined to be defective in workmanship or material, will be credited and/or repaired at no charge, Distributors will pay the freight on the replacement from Fort Wayne to the distributor's shop or other point to which the part is shipped. All freight collect shipments of returned material will be refused.
2. Truck Engineering will credit the distributor at Truck Engineering's established warranty labor rate for distributor's cost of labor incurred in replacing defective components only upon first obtaining the approval of Truck Engineering as to the standard hours and established warranty labor rate to be incurred in such replacement. In the event Truck Engineering has no established labor rate then in effect, credit shall be a fair and equitable amount established by Truck Engineering, which amount shall take into consideration the prevailing labor rates in the distributors area for comparable work, distributor's established public rates, competitor's rates, and other relevant factors. Under no circumstances will credit be allowed for labor hours spent in inspection of equipment or diagnosis of equipment problems, since this is normally a function of shop supervisory personnel rather than direct labor.
3. Repairs are to be performed with parts manufactured, rebuilt, or supplied by Truck Engineering only. Warranty claims will not be allowed when other manufacturer's replacement parts are used, unless first authorized by Truck Engineering prior to beginning repairs. Replacement parts of Truck Engineering will be covered by Truck Engineering's warranty for a period of ninety (90) days. No warranty allowance will be allowed for repairs subtlet by the distributor unless first approved by Truck Engineering.

4. No credit for labor hours will be allowed for replacement of components, which our inspection subsequently shows not to be defective.

5. No allowance will be made for travel time spent by the distributor to perform repairs, since it is expected that the distributor's warranty to its customers will be based upon performance of any necessary work at the distributor's shop, or that travel time by the distributors, personnel, if required, will be billable to the customer. Since Truck Engineering has no means of controlling the location of equipment sold by its distributors, nor any means of allowing for cost of travel in its pricing, the above policy is the only one from the manufacturer's standpoint.

6. The responsibility for proper claim application by distributors rests solely with the distributor. Such application must originate no later than thirty (30) days after failure of the equipment. Any claims held beyond this thirty (30) day limit will not be approved. Truck Engineering furnishes claim forms. Claims shall be made only on such authorized forms. Otherwise, claims shall be received in writing and the distributor shall submit such information concerning said claim as shall reasonably be required by Truck Engineering, including information as to the nature of the defect, the required repair or replacement to be performed, and the hours of labor and the cost thereof to perform such repair or replacement. No claim application will be considered until the distributor has supplied all necessary information; Truck Engineering reserves the right to investigate the claim. If the claim is allowed, approval will be authorized. If the claim is rejected, a letter with reasons for rejection will be returned to the distributor.

The warranty claim procedures includes:

1. Payment of warranty claims can only be guaranteed by pre-approval of manufacturer. This can be done by phone or FAX, same day.
2. Pre-approval to be based on cost estimate at reasonable shop rate and standard hours.
3. Requests should include the following:
 - a. Serial number and model of body & hoist, as applicable.
 - b. Brief statement of problem or defect.
 - c. Brief statement of required work.
 - d. Cost estimate of work required, including estimated time required.
 - e. Location and name of service center to perform work.

7. **IMPORTANT NOTICE:** Blown seals on pumps and cylinders, which resulted from over-pressurization, are not covered by Warranty. All costs incurred in the return and/or repair of pumps/cylinder seals, including freight, shall be born by the Distributor, if it is determined that the seals were not defective.

In order to prevent absorbing such costs the Distributor should first determine if the seals were defective or blown as result of over-pressurization. If it is a result of a defect, the seals are to be returned to Truck Engineering who will have sole final determination as to the validity of the claim.

8. **IMPORTANT SAFETY NOTICE:** The Distributor acknowledges that proper service and repair are important to the safe, reliable operation of products manufactured by Truck Engineering. Service procedures recommended by Truck Engineering as set forth in service manuals or in any other written material furnished by Truck Engineering should be followed at all times. Special tools should be used when and as recommended. Warnings against the use of specific methods that can damage the product or render it unsafe may be stated in the service manual or such written material. The distributor acknowledges that these warnings are not exhaustive. Truck Engineering could not possibly know, evaluate, and advise the service trade of all conceivable ways in which service might be done or the possible hazardous consequences of each such way. Consequently, Truck Engineering has not and shall not undertake any such broad evaluation. Accordingly, anyone using service procedures or methods, which are not recommended by Truck Engineering, must first satisfy himself thoroughly that such methods or procedures will not jeopardize his safety nor the safety of the product.

STANDARD WARRANTY RATES

TRUCK ENGINEERING allows the following at standard labor rates:

REPLACE DEFECTIVE PUMP	1 hour labor @ \$50.00 USD
REPLACE DEFECTIVE SHAFT SEALS	1 hour labor @ \$50.00 USD
REPLACE DEFECTIVE VALVE	1 hour labor @ \$50.00 USD
REPLACE DEFECTIVE CYLINDER (416, 516, 519, 616, 716)	1 hour labor @ \$50.00 USD
REPLACE DEFECTIVE CYLINDER (720, 820)	1 ½ hour labor 1 hour labor @ \$50.00 USD ½ hour labor @ \$25.00 USD

Warranty work shall be pre-approved and the costs shall be determined solely by TRUCK ENGINEERING LTD., LLC as to reasonability.

No credit will be allowed for labor and / or replacement of components, which our inspection subsequently shows not to be defective.

Prior approval of warranty work is required per the Warranty Policy.