

RAGLAN INDUSTRIES INC. WARRANTY

NEW EQUIPMENT WARRANTY

RAGLAN warrants to the Purchaser that RAGLAN will at its election, either replace or repair any part of new Equipment only sold herein:

- (1) Which shall within one (1) year ("Warranty Period") after delivery to Purchaser be returned at Purchaser's expense to RAGLAN,
- (2) RAGLAN'S examination discloses to its reasonable satisfaction to be defective in material or workmanship within the terms of this warranty and
- (3) Which has been in normal use and received proper care and maintenance and has not been used in any manner that is inconsistent with the construction and design of such new Equipment.

EXCLUSIONS FROM WARRANTY

RAGLAN has no liability or responsibility whatsoever under this warranty or otherwise and the Purchaser hereby specifically agrees and acknowledges that RAGLAN has no liability or responsibility whatsoever for:

- (1) Parts, accessories or components which are manufactured by others, including, but not limited to, tires, hydraulic equipment and suspensions, (RAGLAN hereby assigns to Purchaser whatever warranty rights are extended by the manufacturer thereof) and the Purchaser hereby acknowledges that RAGLAN has no liability or warranty obligations whatsoever with respect to such parts, accessories and components and hereby specifically waives any rights, recourse or remedies it may have or conferred on it by statute or common law against RAGLAN,
- (2) Parts, accessories or components which are manufactured by RAGLAN which are not standard but are specified by Purchaser for incorporation in the equipment.
- (3) Parts which are subject to wear and while not defective are usually replaced in accepted maintenance programs, and without in any way restricting the generality of the foregoing including, but not limited to, seals, gaskets, lamps, paint and coatings, brake system components, replaceable undercarriage components and the like,
- (4) Equipment, including parts, accessories and components, that is damaged by any reason of environmental corrosion,
- (5) Equipment, including parts, accessories and components, employed in other than normal use,
- (6) Equipment, including parts, accessories and components, which has been abused, altered and improperly maintained and
- (7) Equipment, including parts, accessories and components, which is returned for inspection and repair more than ten (10) days after the defect complained of is or should have been disclosed by careful inspection and
- (8) Equipment which is operated after the defect is discovered.

The parties hereby acknowledge that this warranty sets out in full and is exhaustive of the Purchaser's rights and remedies against RAGLAN with respect to the Equipment and is in lieu of all other express and implied warranties, representations and conditions, statutory or otherwise.

Including implied conditions of merchantability and fitness, RAGLAN assumes no other like or unlike liability for loss of cargo, use of profit, or consequential damages of any kind in connection with the sale, alteration, repair or replacement of any Equipment or part thereof.

This warranty is not transferable under any circumstances by the Purchaser.

Repair or replacement by RAGLAN of any parts, accessories or components for any reason shall not extend the warranty period.

"Normal Use" means loading, unloading and carriage of uniformly distributed legal loads of correctly secured, non-corrosive cargo in such manner that the Equipment (including each part thereof) is not subjected to:

- (1) Stresses, strains or impacts greater than normally imposed by legal use over properly maintained public highways, and
- (2) Concentrated load, or load in excess of the gross axle or gross vehicle weight ratings stated in the certification plate affixed to the Equipment by the manufacturer, and
- (3) Accidental damage, impact or shock greater than ordinarily encountered in the service for which the Equipment and each of its parts, accessories and components was intended.

