

MANUFACTURER'S LIMITED WARRANTY

Serial No. _____ Model No. _____ Work Order No. _____

WARRANTY COVERAGE – For the benefit of the buyer of such new products only, new products manufactured by Somerset Welding & Steel, Inc. (SWS) are warranted to be free from defects in material and workmanship, under proper use, application, and maintenance for a period of twelve (12) months from the date of invoice or delivery (whichever is first) to the end user.

SWS's obligation under this warranty is limited to, and the sole remedy for any such defect shall be the repair or replacement (at SWS's option) of unaltered products, components, or parts returned to SWS FOB their plant, provided such defect occurs within the above stated warranty period and is reported within one (1) week of its occurrence. In the event SWS, in its sole and unlimited discretion, determines it is unable to repair or replace the product, SWS may elect to refund the purchase price for the product.

If field service, at the request of purchaser, is rendered and fault is found not be a result of defective material or SWS workmanship as warranted herein, the purchaser shall pay the time and expense of the field representative.

IMPLIED WARRANTY EXCLUDED - THE WARRANTIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SWS WITH RESPECT TO THE PRODUCTS AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE USAGE, OR OTHERWISE. SWS MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

ITEMS EXCLUDED - Components and parts purchased and used by SWS in the manufacture of their products are warranted only to the extent the manufacturer warrants them to SWS. Normal maintenance items on SWS products and components are not considered warranty.

(See Warranty Claim Procedures)

WARRANTY CLAIMS - Warranty claims must be submitted and processed in accordance with SWS's established warranty claim procedure.

WARRANTY SERVICE - Warranty service will be performed by SWS. At the time of requesting warranty service, evidence of the original date of invoice and delivery date must be presented.

WARRANTY ANNULMENT - All obligations of SWS shall be null and void: (1) if equipment has been operated beyond the factory recommended maximum capacity, (2) if failure or damages incurred through neglect, lack of, or improper maintenance, misuse, accident, or through any other cause beyond the control of SWS, (3) if equipment has been altered or repaired by others without first obtaining written authorization from SWS.

LIMITATIONS ON REMEDIES - THE REMEDIES SET FORTH ABOVE ARE BUYER'S SOLE REMEDIES AND SWS' SOLE LIABILITY WITH RESPECT TO A WARRANTY CLAIM. In no event will SWS, any company affiliated with SWS, or any distributor of SWS products be liable for business interruptions, loss of sales and/or profits, rental or substitute equipment, costs of delay or for any other special, incidental or consequential losses, costs or damages. Purchaser assumes all liability for all personal injury and property damage resulting from the handling, possession or use of the products by the purchaser. The limitations on remedies set forth herein are independent covenants. In the event one limitation on remedy fails of its essential purpose the remaining limitations shall survive and be enforceable.

REPRESENTATIONS EXCLUDED - SWS products are not subject to any representation other than set forth expressly in SWS' Terms and Conditions of Sale, and no agent, representative or distributor of SWS has any authority to alter the terms of this warranty or the Terms and Conditions of Sale in any way whatsoever or to make any representations or promises, express or implied, as to the quality or performance of SWS products other than those set forth above.

SOMERSET WELDING & STEEL, INC.

DBA J&J Truck Bodies & Trailers

10558 Somerset Pike, Somerset, PA 15501

Tel: 814 444-3400

Fax: 814-443-2621

DBA J&J Truck Equipment

422 Riggs Rd. Somerset, PA 15501

Tel: 814-444-7000

Fax: 814-445-8565

WARRANTY CLAIM PROCEDURE

Somerset Welding & Steel, Inc. (SWS), in compliance with ISO 9001 quality system, has established a warranty claim procedure that all customers must follow.

1. Customers must notify the SWS Warranty Department immediately upon becoming aware of a possible warranty claim with a product, and notification must be prior to any alteration and repair of the same. The telephone number is 800-777-2671. The mailing address is: 10558 Somerset Pike, Somerset, PA 15501.
2. At the time of requesting warranty service, the product (truck or trailer) serial number must be supplied with the claim. The Product Serial No. can be found on the left hand front post of dump truck and down the left frame of trailer. A Warranty Claim number shall be issued to each claim that must be used in all future correspondence related to that warranty claim.
3. In case of parts failure, customer may be required to return the failed component to SWS for evaluation. SWS's only obligation is to repair or replace, at its election, free of charge, any part of the product that its inspection shows to be defective.
4. The customer will be invoiced (net on receipt) for replacement parts prior to shipment from SWS. If the evaluation of the returned parts, by SWS and/or the original supplier determines that the problem is warrantable, then the amount of the invoice will be credited back to the customer.
5. Upon notice of a claim and upon receipt of all necessary information, the claim will be evaluated and results of the evaluation shall be promptly communicated to the customer.
6. SWS will decide on all necessary action to be taken on each claim.
7. Claims requiring repair or rework by SWS or an authorized SWS service center must be repaired or reworked within 60 days of claim authorization. After 60 days warranty claims will be closed. Repairs, rework, and invoices dated after 60 days from initial authorization will be the sole responsibility of the customer.

Note: Normal maintenance items, including, but not limited to, telescopic cylinder head nut adjustments, bleeding air from telescopic cylinders, tarp or swing arm damage from hauled product or wind, lubrication of wear/pivot points, lubrication of electrical connections, paint damage from hauled product, are examples of maintenance items not covered by SWS Limited Manufacture's Warranty.

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