

Reitnouer INC.

5 East Pointe Drive * Birdsboro, PA 19508
Phone (610) 929-4856 Fax (610) 334-9287

FIVE YEAR LIMITED WARRANTY FOR REITNOUER ALUMINUM FLATBED TRAILERS

Reitnouer, Inc. hereby warrants each aluminum flatbed sold, for a period of five (5) years after delivery, to be free from defects in material and workmanship, but only when properly maintained and used in "Normal Service". "Normal Service" is defined as usage in the manner and for the purposes for which such products are generally purchased and utilized. This means the loading, unloading and carriage of non-corrosive cargo, properly secured in a manner which does not subject the vehicle to strains or impacts greater than normally imposed by lawful use on well maintained public roads, with gross vehicle weight within the State weight limitations applicable where the vehicle is being operated and which does not exceed the Gross Vehicle Weight Rating (GVWR) established by the tractor manufacturer and is specified on the vehicle identification plate affixed to the vehicle by Reitnouer prior to delivery. **THIS WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, AND IN LIEU OF ANY OTHER OBLIGATION ON THE PART OF REITNOUER, INC.**

Paint and finishes applied by Reitnouer, Inc. shall carry a one (1) year warranty.

Reitnouer, Inc. makes no warranty whatsoever as to (1) any goods which, after delivery hereunder have been altered or repaired by anyone other than Reitnouer, Inc. or one of its authorized service representatives, unless, in Reitnouers' reasonable opinion, such alterations or repairs are in no way responsible for the condition complained of, and (2) goods which are not defective but which may wear out and have to be replaced during the warranty period, including for example but without limitation thereto, brake linings, brake drums, and tires.

Without regard to the nature of the claim asserted, Reitnouer, Inc. shall not be responsible nor otherwise be held liable for cargo loss, loss of use, property damage, other commercial (economic) loss or other direct, indirect, incidental or consequential or special damages to have been caused by any product delivered hereunder "fails in its essential purpose" within the meaning of Section 2-719 (2) of the Pennsylvania Uniform Commercial Code.

Customers' sole and exclusive remedy for any claim arising out of (a) breach of contract, (b) breach of any warranty which might be contained hereon or deemed to exist hereunder, (c) any defects in the products or workmanship, (d) Reitnouers' negligence in performing hereunder, or (e) any other claim arising hereunder whether in sort, strict liability, or otherwise, shall be limited to the repair or replacement of such products, at Reitnouers' option, within five (5) years after their delivery to such Customer, according to the following schedule:

Within five (5) years of first purchase – 100% of the cost of repair or replacement

Any of the aforesaid claims shall be deemed waived unless such claim is made in accordance with the following procedures: (1.) Customer shall give Reitnouer written notice of such defect, including a description of product and defect, (2.) such product is returned to Reitnouer or the place of Reitnouers' designation with freight paid for by the Customer, if and after Reitnouer requests its return for inspection and/or repair or replacement. Upon receipt of proper notice by Customer and return to Reitnouer or the place of Reitnouers' designation (if requested, as provided hereunder) Reitnouer shall be obligated to repair or replace such product only if, after Reitnouers' inspection such product is found to Reitnouers' satisfaction (a) to be defective, (b) not to have been manufactured in a workmanlike manner, or (c) not to have been manufactured in accordance with written specifications or drawings, if any, supplied by Customer to Reitnouer. Customer shall have no other equitable or other remedy at law available to it.

It shall be the Customers responsibility to contact Reitnouer before any repairs are made which are covered by or affect this warranty, in order to secure Reitnouers' prior "approval". Reitnouer shall, at its' option, provide a factory or local representative to inspect the equipment prior to issuing such "approval". Reitnouer reserves the right to make changes or improvements in design to product without thereby obligating itself to make the same changes or improvements upon its products previously manufactured.