

# EAST DUMP LIMITED WARRANTY

East Manufacturing Corporation warrants each new dump trailer manufactured (hereinafter referred to as the equipment) by us to be free from defects in materials and workmanship, provided that the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices, with loads not exceeding the manufacturer's rated capacity and with loads that are not abrasive or corrosive in nature.

Dump frame structure of the equipment found to be defective within the warranty period shall be repaired or replaced (at East's sole option), as set forth below, at East's factory location or authorized service facility provided, however, the purchaser notifies East or an authorized distributor as soon as any defect becomes apparent. The period of the warranty is for five years from the date of delivery of the equipment, and East shall bear that portion of the cost of repairing or replacing defective parts of the equipment on the following basis:

1 year .....	100%
2 years .....	80%
3 years .....	60%
4 years .....	40%
5 years .....	20%

**Steel bodies and frame structures** are covered at 100% for the first year only, no warranty coverage after 1 year.

**Any parts not manufactured by East** will carry their own warranties and are carried out according to their own individual component warranties; examples include axles, suspensions, hoist, tarp, landing gear, wheels, rims, hubs, air lines, springs, airbags, valves, bearings, brakes, etc.

**Tires are not warranted by East.**

Suspension alignments are covered for the first 30 days only.

**Paint is covered for 1 year** from date of delivery on workmanship and materials. Surface corrosion caused from stone chips, road debris, scratches or impacts are not included in the warranty coverage.

This Warranty does not expand, enlarge upon, or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories.

The purchaser agrees to return the defective equipment or parts to East's factory location or authorized service facility, freight prepaid,

within fifteen days after the defective condition is discovered.

This warranty also excludes the following: normal wear, tear, and deterioration of the equipment; maintenance items including, but not limited to, light bulbs, paint, brake lining, oil seals and bearings; used equipment sold "as is"; equipment that has been repaired, replaced or altered by someone other than East or one of its authorized service facilities.

East and the purchaser agree that in consideration of the above expressed warranty, all other warranties other than title, either expressed or implied, whether arising under law or equality including warranties of merchantability and fitness for a particular purpose are excluded from this contract, further, the foregoing **warranty is made solely to the first purchaser from East or from an authorized distributor.**

The sole liability of East and the exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, on warranties or otherwise, shall be limited to the cost of repair or replacement of defective parts as herein specified. Further, East's maximum liability hereunder arising from any cause whatsoever, including but not limited to, breach of contract or tort (including negligence), shall not exceed the contract price of the equipment furnished hereunder. East shall not be responsible for work done, equipment or parts furnished, or parts or repairs made by others unless the work is specifically ordered by East. In no event shall East be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than East or an authorized service facility or for any costs incurred with such removal or reinstallation.

## CONSEQUENTIAL DAMAGES -

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EAST BE LIABLE, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, DAMAGE TO LOADS OR CONTENTS OF THE EQUIPMENT, TRANSPORTATION EXPENSES DUE TO REPAIRS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION COST OF PURCHASED OR REPLACEMENT EQUIPMENT, CLAIM OF CUSTOMERS, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER.