

Warranty and Limitation of Liability

East Manufacturing Corporation warrants each new trailer or body 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.

BODY and FRAME parts 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 one (1) year 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%

All warranties if any, extended to East by the makers and suppliers of component parts, accessories or other goods included in the manufacture of East's equipment will be assigned; if contractually permitted, to the purchaser. Specific component warranty details will be provided to the purchaser upon request. Tire warranties are expressly excluded from East's warranty herein.

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 unless, however, East in its sole opinion determines that the defective condition of the equipment was in no way caused or was attributed to said repairs, replacement or alterations.

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 EQUITY 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.

Further, 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 or an authorized distributor for the fulfillment of this warranty. 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 re-installation.

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.



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