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## WARRANTY

Dump Bodies, Inc. (herein after referred to as the COMPANY) warrants all products manufactured by it and purchased by you to be free from defects in material and manufacture at the time of shipment, for one (1) year from the date of delivery. The COMPANY will furnish replacements for such parts as the COMPANY finds to have been defective at the time of delivery or, at the COMPANY's option, will make or authorize repairs to such parts, provided that, upon request, such parts are returned, transportation is prepaid to the factory from which they were shipped.

This warranty shall not apply to any Product which has been subjected to misuse, misapplication, over-loading, neglect (including but not limited to the use of unauthorized parts or attachments), adjustments or repair. Engines, motors, tires, wheels, suspensions, axles, etc. and any accessories furnished with or used in the COMPANY's products, but which are not manufactured by the COMPANY, are not warranted by the COMPANY but are sold only with the express warranty, if any, or the manufacturers thereof. This warranted is limited to the first purchaser/user and is not transferable.

**THE FOREGOING IS ON LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATIONS, OF MERCHANTABILITY AND FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE COMPANY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE THEREOF.**

## LIMITATION OF LIABILITY

It is expressly understood and agreed by you that the COMPANY's liability for its products, whether due to breach of warranty, or otherwise is limited to the furnishing of such replacement parts, F.O.B. factory, and the COMPANY will not be liable for any other injury, loss, damage, or

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expense, whether direct or consequential, including but not limited to loss of use, income, profit, or production, injury to person or increase in cost of operation, spoilage of or damage to material, arising out of or in connection with the sale, installation, use or inability to use, or the repair or replacement of the COMPANY's products.

All of COMPANY'S Products are of high quality and are manufactured in conformity with the best commercial practices in the various lines. The COMPANY guarantees all Products manufactured by it to be free from defects in material and manufactured at the time of shipment, for one (1) year from the date of delivery. In addition, the COMPANY guarantees the portion of the product to be considered structural for one (1) year from the date of manufacture.

While Dump Bodies, Inc. designs and manufactures its specific equipment configurations to industry standards, it is ultimate responsibility of the buyer/operator to assure that all loads are properly loaded and distributed. All loads must comply with the applicable state and federal load limits.

