



Division of Pitts Enterprises
Certificate of Warranty
New Truck Trailers

Pitts Trailers ("Pitts") warrants to the first purchaser ("the Purchaser") of a new truck trailer (hereinafter referred to as "trailer") manufactured by Pitts that each such new trailer will be free from defects in material and workmanship, provided that the trailer (i) is operated for normal commercial use, (ii) is periodically serviced in accordance with ordinary commercial standards, (iii) is used to carry loads not exceeding the manufacturer's rated capacity, and (iv) is loaded with the weight equally distributed. The foregoing warranty is effective from the date of purchase for the period of: (i) two years for platform models, (ii) two year limited, lowboy models, (iii) two year limited, tag-a-log models, (iv) two years limited, log trailer models, (v) one year loader mount trailer models, (vi) one year oilfield float models, (vii) one year custom models, (viii) one year chip van models, and (x) six months on hydraulics and solenoids.

THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER OF A NEW TRUCK TRAILER FROM PITTS OR PITTS' AUTHORIZED DEALER AND IS MADE IN LIEU OF OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE. NO EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH ABOVE IS MADE BY PITTS FOR EACH SUCH NEW TRUCK TRAILER.

"Normal commercial use" means use of the trailer (i) for commercial use, and not for personal, family or household purposes, (ii) in the manner and for the purpose for which it was designed and purchased, (iii) with gross vehicle rating (GVWR) as specified on the trailer's vehicle identification plate, and (iv) with commercial loads properly attached and not causing any strains on the trailer greater than those experienced on well maintained public roads while operated lawfully. "Normal commercial use", shall NOT include use with loads that are chemically incompatible with any of the materials of which the trailer is constructed.

neither expresses nor implies any warranty at all with respect to:

- (1) any trailer no longer owned by the Purchaser;
- (2) any trailer sold which, after its purchase from Pitts, or Pitts authorized dealer, is repaired or altered outside of Pitts' factory or branch in any manner not approved in writing, or which has been subject to misuse, neglect, or accident;
- (3) any used trailer sold by Pitts or any other person;
- (4) any parts or materials used by Pitts in manufacturing a new trailer which wear out and require replacement within the warranty period specified above. Such parts or materials include (but are not limited to) brake drums, brake linings, brake actuation components, oil and oil seals, bearings, paint, tires, wood floors, and electrical components, light bulbs, electrical receptacle, paint and coatings, return springs, equalizer, torque rod and camshaft bushings, camshafts, slack adjusters, springs, slider pads, wheel bearings, rim clamps and studs, gaskets and sealers, and all types of interior lining, floors, bent frames, buckles, straps, eyelets, pelmets, rubber pads, and blocks, and parts, and components, and the like also;
- (5) parts or accessories manufactured by other which are not Pitts standard but are incorporated as a result of customer specifications. Parts and accessories may carry warranties of their respective manufacturers. At the Purchaser's written request, Pitts will supply the Purchaser with any information it possesses concerning the warranties on parts and accessories and the identity and location of their respective manufacturers or of any other person with respect to the parts and accessories;
- (6) customer furnished used parts for installation in new trailers;

By Pitts' delivery of this warranty and Purchaser's acceptance hereof in connection with the purchase of a new trailer, Pitts and the Purchaser agree as follows:

- (1) that Pitts shall not be liable for damage to cargo or for any consequential damages arising from or alleged to arise from the purchase covered by this Warranty or from the Warranty itself, whether arising from or alleged to arise from Purchaser's inability to use trailer commercially, from interruption of Purchaser's business, or otherwise;
- (2) that Pitts's sole responsibility under this warranty is to repair or replace (at Pitts' discretion, but only within the Warranty period) any defective trailer manufactured by Pitts, provided that Pitts is obliged to perform such repair or replacement only if such defective trailer is returned to Pitts or a repair facility designated by Pitts, at Purchaser's expense immediately upon request by Pitts;
- (3) the labor cost involved in replacing the warranted parts will be reimbursed for a period of one year, and a period of six months on hydraulic components and solenoids, at a rate not exceeding their predetermined factory schedule for such labor and labor cost, providing the prior approval of Pitts Trailers for any such labor and labor cost has been obtained. The necessity of replacement of any such parts under this warranty shall solely be determined by Pitts Trailers, who reserves the right to require any and all parts for which replacement is claimed, to be returned freight paid to its factory for inspection. On all component parts not manufactured by Pitts Trailers, their warranty is to the extent that the manufacturers of such parts warrant them to Pitts Trailers, and
- (4) that such repair or replacement is the Purchaser's exclusive and sole remedy in connection with any defective trailer sold new to the Purchaser by Pitts, whether such remedy is sought pursuant to this Warranty, or otherwise.

Any communications with respect to the New Truck Trailer Warranty are to be in writing and addressed to **Pitts Trailers, Warranty, Claims Department P.O. Box 127, Pittsview, AL 36871**