Flatbed, Drop deck and Dump Equipment Limited Warranty

Extreme Trailers LLC ("Extreme") warrants to the first user only ("First User") that each new Flatbed, Drop Deck and Dump Trailer or body manufactured (hereinafter referred to as the Equipment) by us is free from defects in materials and workmanship, provided the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices. Platform frame structure, body, sub-frame or frame parts of the equipment found to be defective within the warranty periods shall be repaired or replaced (at Extreme's sole discretion as set forth below) at Extreme's factory or an authorized dealership, provided however, the purchaser notifies Extreme or an authorized dealership as soon as any defect becomes apparent. The warranty period is for five years from the date of delivery of the purchased equipment and Extreme shall bear only that portion of the cost of repairing or replacing defective parts of the equipment. Extreme will not be liable for labor, freight or down time. Coverage is pro-rated on the following basis:
1 year---100%, 2 years---80%, 3 years—60%, 4 years---40%, 5 years---20%

This Limited Warranty does not apply to and does not cover defects in material and workmanship due to or in any way arising out of:

- Failure to properly maintain the Equipment or any other improper maintenance of the Equipment;
- Abnormal use and service, including (without limitation) loading, unloading and/or transportation of non-uniformly distributed loads, use with corrosive cargo, and/or failure to adequately restrain or secure loads such that the Equipment is subjected to strains or impacts greater than are imposed by normal use;
- Total weight of Equipment and cargo exceeding the gross vehicle weight rating (GVWR) stated on the vehicle identification plate affixed to the Equipment.
- Accidents;
- Any other misuse or negligence.

In addition, this Limited Warranty does not cover:

- Tires;
- Except with respect to title, used goods sold by Extreme, all of which are sold "as is";
- Except with respect to title, items or parts not manufactured by Extreme; provided, that Extreme will, as an accommodation to First User, pass on to First User any warranty it receives from the manufacturer of such items or parts, but only to the extent allowed by such manufacturer;
- Trailers which have been repaired or altered by anyone other than an authorized repair facility approved by Extreme, unless in Extreme's sole and exclusive judgement, such repairs are in no way responsible for the condition complained of ; and
- Parts which are not defective but which wear out under normal use, such as (but not limited to) light bulbs, electrical receptacles, paint and coatings, brakes, linings, drums and return springs, equalizers, torque rod and camshaft bushings, camshafts, slack adjusters, brake cylinder diaphragms, springs, slider pads, wheel bearings, oil and oil seals, rim clamps and studs, gaskets and sealers, and all types on floors and floor board.

If First User notifies Extreme in writing within the applicable warranty period of a defect in the Equipment and Extreme determines, after such tests and/or inspections as Extreme deems appropriate, that such Equipment or part is not in conformity with this Limited Warranty, Extreme will repair or replace, at its sole option, such defective Equipment or part, provided First User returns such Equipment or part to such repair facility as may be designated by Extreme, freight prepaid. No Equipment or part shall be returned without Extreme's prior approval. This shall be

First User's exclusive remedy for Extreme's liability hereunder. Any claims not made within the applicable warranty period are deemed waived by First User. In lieu of repairing or replacing the defective Equipment or part, Extreme may, at its sole option, refund the purchase price of such Equipment or part.

THIS IS EXTREME'S ONLY WARRANTY. EXTREME MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY EXTREME AND EXCLUDED.

Extreme's liability to First User, or anyone claiming through or on behalf of First User, with respect to any claim or loss arising out of the Equipment or alleged to have resulted from an act or omission of Extreme, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in deliver, or breach of warranty, shall be limited to an amount equal to the purchase price of the equipment or part with respect to which such liability is claimed or, where appropriate and at the option of Extreme, to repair or replacement of the Equipment or part. In no event, shall Extreme be liable for any bodily injury, death, or properly damage resulting from or in any way arising out of the Equipment or its sale, use, or manufacture or for any cargo loss or loss of use. Extreme is not responsible for any financial loss due to lack of use of the Equipment or any expenses arising therefrom, including but not limited to lodging, fuel towing, loss of revenue and other expenses or damages. **IN NO EVENT, SHALL EXTREME BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES.**

This Limited Warranty may not be changed except in writing by an authorized officer of Extreme.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL BE INTERPRETED AND GOVERNED UNDER THE LAWS OF THE STATE OF OHIO. This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state.

To facilitate coverage under this Limited Warranty, register the Equipment with Extreme Trailers LLC's warranty department. For more information on Extreme products, please visit www.extremetrailersllc.com

Company Name_____ Date_____

Customer Signature_____

VIN No. _____

Model No._____