WARRANTY PROCEDURES FOR ALUMINUM TRAILERS IN CANADA

TREMCAR INC. IS A LEADING MANUFACTURER OF TANK TRAILER PRODUCTS FOR THE TANK TRAILER MARKET THROUGH OUT THE WORLD.

WARRANTY THAT MIGHT OCCUR IS HANDLED DIRECT WITH A TREMCAR INC. FIELD SERVICE OFFICE.

WARRANTY MANAGER
790 AVENUE MONTRICHARD
ST-JEAN-SUR-RICHELIEU
QUEBEC, CANADA, J2X 5G4
TEL. : 1 800-363-2158
(450) 347-7822
Cell. : (514) 961-8976
Fax : (450) 347-8372

CONTACT THE PERSON MENTIONNED ABOVE BY PHONE OR FAX FOR A WARRANTY AUTHORIZATION NUMBER, **BEFORE ANY WARRANTY WORK IS STARTED**. THE INVOICE FOR THE WARRANTY WORK SHOULD BE SENT TO TREMCAR INC. AT 790, AVENUE MONTRICHARD, SAINT-JEAN-SUR-RICHELIEU, QUÉBEC, FOR APPROVAL BEFORE PAYMENT IS MADE.

IN ORDER TO PREVENT DELAYS, **HAVE THE TRAILER SERIAL NUMBER AVAILABLE** WHEN YOU CALL, AND MAKE SURE THE **CORRECT SERIAL NUMBER AND WARRANTY AUTHORIZATION NUMBER** APPEARS ON YOUR INVOICE WHEN IT IS SUBMITTED.

WE SEND OUR WARRANTY WORK TO TREMCAR INC. DEALERS, CERTIFIED TO DO TANK TRAILER WORK.

IF THE TRAILER IS IN AN AREA WERE A DEALER IS NOT LOCATED, WE CAN WORK WITH AN OUTSIDE REPAIR SHOP AS LONG AS THEY ARE CERTIFIED TO WORK ON TANK TRAILERS, AND WE ARE NOTIFIED PRIOR TO ANY WORK BEING STARTED.

TREMCAR INC. WARRANTY IS COVERED IN DETAIL ON THE NEW TRAILER WARRANTY STATEMENT ON THE NEXT PAGE.

IF YOU SHOULD HAVE ANY ADDITIONAL QUESTIONS PERTAINING TO OUR WARRANTY PROGRAM, PLEASE CALL THE FIELD SERVICE OFFICE, ADDRESS AND PHONE NUMBERS ARE SHOWN ABOVE.

TREMCAR INC. New Trailer

JANUARY 2000, REV. DECEMBER 2004

Warranty

TREMCAR INC. **hereby warrants to the First Purchaser thereof,** for three (3) years from the date of shipment, that all new trailers, installed equipment, and other installed goods manufactured by ***TREMCAR INC.*** are free from defects in workmanship and material when property maintained and used in normal service. "Normal service" means usage in the manner and for the purposes for which such goods are generally purchased, intended, and used. With respect to cargo carrying vehicles, "normal service" also means (unless different capabilities are plainly stated on the face here of) the loading, unloading and carriage of uniformly distributed legal loads of cargo compatible with the materials of construction, property contained, in a manner which does not subject the vehicles to strains or impacts greater than normally imposed by lawful use on well-maintained public roads, with a gross vehicle weight and a maximum load which do not exceed the gross vehicle weight rating (GVVVR) and the maximum load rating specified on the vehicle identification plate and the name plate, respectively, affixed to the vehicle by ***TREMCAR INC.*** prior to shipment.

THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER FROM *TREMCAR INC* OR FROM AN AUTHORIZED DEALER OR DISTRIBUTOR OF *TREMCAR INC.* MANUFACTURED PRODUCTS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED BY LAW OR OTHERWISE.

NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE OTHER THAN SET FORTH ABOVE IS MADE BY *TREMCAR INC.*

TREMCAR INC. **MAKES NO WARRANTY WHATSOEVER** as to

(I) Parts, accessories or other goods manufactured by others. To the extent it is able, ***TREMCAR INC.*** will assign to First Purchaser any warranties extended to ***TREMCAR INC.*** **by** the makers or suppliers of such goods,

(ii) Used goods delivered hereunder, regardless of manufacturer, all of which are delivered "as is",

(iii) Any goods which, after shipment, hereunder have been repaired or altered by anyone other than ***TREMCAR Inc.,*** unless, in the reasonable opinion of ***TREMCAR INC.,*** such repairs are in no way responsible for the condition under consideration,

(IV) Damage caused by corrosion from products loads end or transported, cleaning agents or other substances introduced into or onto the goods sold hereunder,

(v) **Damage** caused by preheating, application of an external heat source or, loading or transporting products above the maximum loading temperature as specified on the name plate affixed to the vehicle by ***TREMCAR INC.*** prior to shipment, and

(vi**)** Goods which are not defective but may require replacement due to normal wear resulting from use during the warranty period including, for example, but not limited to, tires, paint, seals, gaskets, electrical components such as light bulbs, brake system and suspension components including, but not limited to, brake drums, brake linings, springs, and other similar items.

LIMITATIONS ON MANUFACTURER'S LIABILITY

Tremcar Inc. **and First Purchaser agree that** ***TREMCAR INC.*** **shall have** **no liability** for any loss of cargo, loss of use, loss of revenue, loss of profit, labor costs, transportation costs, or any other incidental or consequential damages arising out of this order or which are alleged to have been caused by any of the goods shipped hereunder.

First Purchaser and ***TREMCAR INC.*** **further agree that First Purchaser's sole remedy** for any defects in new goods shipped hereunder, whether First Purchasers claim arises under the warranty set forth above or, otherwise, shall be limited to the repair or replacement at the option of ***TREMCAR INC,*** from the date of shipment to the First Purchaser through the end of the warranty period applicable to the goods sold hereunder. For repair or replacement of any goods sold hereunder, notice of the defect and trailer serial number must be given by First Purchaser to ***TREMCAR INC*****,** immediately after such defect is or should have been discovered, and **prior to** any repairs, modifications or alterations to said goods, provided goods are returned to ***TREMCAR INC.,*** within ten (10) **days** after ***TREMCAR INC.*** requests their return for inspection and/or repair or replacement.