

JERR-DAN NEW PRODUCT WARRANTY

JERR-DAN Corporation. ("JERR-DAN") shall repair and/or replace defects in material or workmanship in its new products for twelve (12) months from the date of the original invoice related to the first purchase of the applicable product from a JERR-DAN distributor ("Start Date").

In addition, JERR-DAN shall repair and/or replace defects in material or workmanship in the following select components for five (5) years from the warranty Start Date.

Carrier


Deck Weld
Subframe Weld
Hold down Weldment
Cross member Weldment
Trunnion Weldment
Wheel Lift Base Section Weld
Wheel Lift Fly Section Weld
Tube Weld Pivot
IRL Arm Weldment
Dock Stabilizer Weld
Headboard Weld
Hydraulic/manual Extension hitch base weld
Hydraulic/manual Extension hitch fly weld
Cylinders (excluding soft parts like seals, wiper seals, wear bands)

Wrecker

Subframe
Base Section Wrecker Boom
Mid Section Wrecker Boom
Fly Section Wrecker boom
Sheave head
Saddle Plates
Stabilizer Weldments
Spade Feet
Underlift Knee Boom
Underlift Base Section Weldment
Underlift Mid Section Weldment
Underlift Fly Section Weldment
Cross Tube Weldment
Out Rigger Base Weldment
Out Rigger Fly Weldment
Turn Table
Bolt on Underlift Cylinder Bracket
Bolt on Body Brackets
Winch Buckets
Cable Tieback (not the Eye Bolt)
Pylon Weldment
Cylinders (excluding soft parts like seals, wiper seals, wear bands)

Furthermore, JERR-DAN shall repair and/or replace defects in material or workmanship in the Hydraulics Cylinders of the Model XLP Carrier for three (3) years from the warranty Start Date.

JERR-DAN agrees only to repair or replace at its own expense, F.O.B., the place or places of manufacture, any part or parts of the product found to be defective in material or workmanship, provided JERR-DAN is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect. In no case shall any



warranty extend to defects in materials, components, or services furnished by third parties. Defects caused by chemical action or the presence of abrasive materials and defects arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of this warranty. If any repairs or alterations are made or any parts are replaced during the applicable warranty periods by anyone other than JERR-DAN or an entity authorized by JERR-DAN in accordance with authorized JERR-DAN service manuals or with parts, accessories, or attachments other than authorized by JERR-DAN for use in its products, customer shall pay for such repairs or parts without recourse against JERR-DAN, and JERR-DAN shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. JERR-DAN's obligations under this warranty shall at all times be subject to its then current warranty policies and procedures. The above mentioned warranty shall not apply to replacement or service parts made and sold by JERR-DAN. Routine maintenance, routine maintenance items prone to wear and tear (including, but not limited to pins, bushings, hoses, wiring harnesses, wire rope cables, light bulbs, wear pads, paint and decals), and minor adjustments are excluded from this warranty. Certain components, including, but not limited to, the chassis, doors, and body, which may be a part of the product are not manufactured or warranted by JERR-DAN. Any applicable warranty for such components is provided – and will only be provided by – through the original manufacturer of the component or its distributor organization, without any recourse to JERR-DAN.

JERR-DAN Warranty Policy covers parts and labor costs as outlined in JERR-DAN's then current warranty policies and procedures.

JERR-DAN Warranty Policy does not cover any duties, taxes, and environmental fees, including without limitation, disposal or handling of tires, batteries, and petrochemical items.

Under no circumstances shall JERR-DAN be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by JERR-DAN or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased over head, labor and material costs, and cost of manufacturing variances and operational inefficiencies. JERR-DAN's maximum liability under this warranty shall be the purchase price paid to JERR-DAN with respect to the product to which such warranty is claimed.

This warranty constitutes JERR-DAN's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. JERR-DAN does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this warranty. JERR-DAN EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, EXCEPT FOR THE EXCLUSIVE WARRANTY PROVIDED HEREIN, OR IMPLIED WARRANTIES AS TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

This warranty shall be void, if, upon the occurrence of any incident involving any product made by JERR-DAN and resulting in any personal injury or property damage, customer shall fail to notify JERR-DAN within 48 hours of such occurrence or permit JERR-DAN and its representatives to have immediate access to such product and all records of or within the control of customer relating to the product and occurrence.

JERR-DAN reserves the right to revise this document at any time.