MAC TRAILER ENTERPRISES 14599 COMMERCE ST. ALLIANCE, OH 44601 (330) 823-9900 or 1 800- 795-8454 FAX: (330) 823 0232

## MAC FIVE YEAR LIMITED WARRANTY FRAME TYPE, FRAMELESS, FLATBED

MAC Trailer Manufacturing, Inc. warrants each new trailer assembly manufactured (hereinafter referred to as the equipment) by us to be free from defects in materials and workmanship, provided the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices, with loads that are not abrasive or corrosive in nature and with loads not exceeding the manufacturer's rated capacity.

Body, subframe or frame parts, flatbed frame structure of the assembly found to be defective within the warranty periods shall be repaired or replaced (at MAC'S sole discretion as set forth below) at MAC's factory service center or an authorized dealership, provided however, the purchaser notifies MAC or an authorized dealership as soon as any defect becomes apparent. The warranty period coverage is pro-rated for five years from the date of delivery of the purchased equipment and MAC shall bear only that portion of the cost of repairing or replacing defective parts of the equipment. MAC will not be liable for freight or down time. Coverage per basis:

 $1^{st}$  year - 100%  $2^{nd}$  year - 80%  $3^{rd}$  year - 60%  $4^{th}$  year - 40%  $5^{th}$  year - 20%

**Component warranty :** Any parts not manufactured by MAC Trailer Manufacturing, Inc. will carry their own warranties and are carried out according to their own individual component warranties. Example: axles, rims, hubs, suspensions, landing gear, wheels, hydraulic cylinders, brakes, valves, air bags, shock absorbers, tarps etc., have their own limited manufacturer warranties. Any special requested options outside of the standards will fall under review the first year.

**Suspension alignment:** MAC Trailer Manufacturing, Inc. or authorized dealership must be called within 30 days after delivery of any alignment problem.

**Paint:** 12 month limited warranty on workmanship and material. Surface corrosion caused from stone chips, scratches or reverse impact are not included in the warranty.

Hydraulics: 12 months limited parts on lifting cylinder, hoses, piping etc. - warranty pending.

This warranty does not enlarge upon, expand, or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories. The purchaser agrees to return the defective equipment or parts to MAC's factory location, freight prepaid, within ten days after the defective condition is discovered.

This warranty also excludes the following: normal wear, tear and deterioration of the equipment, maintenance items including, but not limited to, light bulbs, brake lining, drums, springs, oil seals, paint and bearings, used equipment sold "as is", equipment that has been repaired, replaced or altered by someone other than MAC trailer Manufacturing, Inc.

MAC and purchaser agree that in consideration of the above expressed warranty, all other warranties other than title, either expressed or implied, whether arising under law or equity including warranties of merchantability and fitness for a particular purpose are excluded from the contract, further, the foregoing warranty is made solely to the first purchaser from MAC Trailer or from an authorized dealership.

This sole liability of MAC and exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, on warranties or otherwise shall be limited to the cost of repair or replacement of defective parts as herein specified. Further, MAC's maximum liability hereunder arising from any cause whatsoever, including but not limited to breach of contract price of the equipment furnished or parts of repairs made by others. In no event shall MAC be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than MAC or an authorized dealership.

**Consequential damages:** Not withstanding any other provision of this agreement, in no event shall MAC be liable whether arising under contract, tort (including negligence) or otherwise for loss of use of capital or revenue, cost of money, claim of customers, non-operation or increased expense or operation cost of purchase or replacement equipment, loss of anticipated profits, damage to loads or contents of the equipment, transportation expenses due to repairs, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever

VIN	CUSTOMER SIGNATURE
MODEL	DATE:

1