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

## MAC TWO YEAR (24 MONTH) LIMITED WARRANTY MAC MOVER AND TIPPER TRAILERS

MAC Trailer Mfg., Inc. warrants each new MAC Mover and Tipper Trailers or body manufactured (hereinafter referred to as the equipment) to be free from defects in materials and workmanship, provided that the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices, with loads not exceeding the manufacturer's rated capacity and with loads that are not abrasive or corrosive in nature. The body and subframe of the equipment found to be defective within the warranty period shall be repaired or replaced (at MAC's sole option as set forth below) at MAC's factory or an authorized dealership as soon as any defect becomes apparent. The warranty period is for 2 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 labor, freight or down time.

**Component warranty schedule:** 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. For example axles, rims, hub and drum, suspensions, landing gear, wheels, leveling vales, hydraulic cylinder, air bag, shock absorbers, bearings, brake valves and tarps have their own warranties. Special requested options will fall under review the first year.

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

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

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, 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 Manufacturing, Inc. 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 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	PURCHASER SIGNATURE	
MODEL	D. 1700	
MODEL	DATE:	