

TRANSPORTATION PRODUCTS



LIMITED WARRANTY AND LIMITATION OF DAMAGES

WARRANTY TERMS AND CONDITIONS

This Limited Warranty applies **solely and exclusively to the original purchaser only** of new van bodies, trailers or truck bodies that use Stabilit FRP panels (herein called "Panel" or "Panels").

No oral or written representation, information or advice given by Stabilit America, Inc., or any of its representatives shall create a warranty or in any way increase the scope of this express limited warranty and shall not form a part of the basis of the bargain.

In order to enjoy the legal rights and benefits of this Limited Warranty, you must submit with your claim the original sales receipt upon which appears the name and address of the purchaser, the date of purchase, the complete Panel name, and the lot number of the purchase. Your original sales receipt will be returned to you.

WHAT IS WARRANTED AND FOR HOW LONG:

During the first five years after the date of purchase, Stabilit America, Inc., will repair or provide a replacement Panel or Panels for any Panel that due to defects in materials or workmanship result in rust, rot or water leakage.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY:

By way of example and not limitation, this limited warranty does not cover and Stabilit America, Inc., will not be responsible for and will not pay for: (a) water leakage caused by accident, abuse, negligence, misuse, riot, fire, or acts of God, (b) water leakage caused by exposing the Panels to a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals, (c) water leakage caused by unauthorized use, alteration or repair, (d) water leakage caused by failing to properly maintain or clean the Panels of dirt or debris by using (mild and neutral) soap and water, (f) any expenses incurred for disconnecting or dismantling a Panel or Panels, (g) parts or supplies used in connection with service, maintenance, cleaning, disconnecting, dismantling, fabricating or installing a Panel or Panels, and (i) any increased cost whatsoever related to the failure of or replacement of a Panel or Panels. In addition, if the purchaser discovers or should have discovered a defect in which it is reasonable to conclude that damage, either personal, property or economic, may result, the purchaser's continued use of the product shall constitute an assumption of the risk by the purchaser and a bar to any recovery for breach of this limited warranty.

REMEDY FOR BREACH OF LIMITED WARRANTY OR NEGLIGENCE:

BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY OR NEGLIGENCE BY STABILIT AMERICA, INC., SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PANEL.

Purchaser at all times shall be responsible for any and all travel expenses and freight charges in connection with the repair and replacement of a defective Panel. Stabilit America, Inc., shall have no obligation to repair or replace and defective Panel if purchaser fails to follow the procedure set forth below under the heading "CLAIM PROCEDURE".

IMPORTANT DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THE PANELS ARE PROVIDED TO PURCHASER "AS IS". THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER STATUTORY WARRANTIES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED HEREBY. ANY IMPLIED WARRANTIES WHICH MAY NOT BE DISCLAIMABLE BY STATUTE SHALL LAST ONLY FOR THE TERM OF THE EXPRESS LIMITED WARRANTY CONTAINED HEREIN.

IN NO EVENT SHALL THIS LIMITED WARRANTY BE CONSTRUED TO COVER, NOR SHALL STABILIT AMERICA, INC., BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR, ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Some states do not allow the exclusion or limitation of incidental or consequential damages or do not allow limitations on how long an implied warranty or condition lasts, so the above limitations or exclusions may not apply to you.

CLAIM PROCEDURE:

All claims must be made within seven (7) calendar days of discovery of defect by sending a written notification, with your name, address, telephone numbers and other methods of communicating with you, to:

Glasteel/-Division of Stabilit America, Inc.
ATTN: Quality Engineer
285 Industrial Drive
Moscow, Tennessee 38057
(901) 877-3010

With your notification you must send the original sales receipt upon which appears the name and address of the purchaser, the date of purchase, the complete Panel name, and the lot number of the purchase. You must also fully cooperate in allowing a representative or representatives of Stabilit America, Inc., to inspect the deteriorated, defective or rusted Panel or Panels or you need to arrange to return the Panel or Panels to Stabilit America, Inc. for testing.

Any questions about this limited warranty may be directed to the Quality Engineer at Glasteel/-Division of Stabilit America, Inc., at (901) 877-3010.