

TIMPTÉ “PEACE OF MIND” LIMITED WARRANTY

TIMPTÉ EQUIPMENT TRAILER

Subject to the following paragraphs and warranty schedule, Timpte, Inc. warrants the First Purchaser* from Timpte, or from an authorized Timpte dealer, that a new Timpte **Equipment Trailer** will be free from defects in materials and workmanship for the period of **THREE YEARS** from the date of delivery to the First Purchaser* except as listed in the exceptions below. Commercial applications will receive a One Year warranty. Trailers must be registered with local vehicle licensing offices for warranty to be valid.

The obligation of this warranty shall be limited to repairing or replacing any part or parts, which in the opinion of Timpte are defective in materials or workmanship under normal use and service during the warranty period commencing with the date of the first retail purchase. Timpte reserves the rights to use new or remanufactured parts of similar quality to complete any warranty work.

Tires

Timpte provides no warranty coverage on the tires. They are covered under a separate manufacturer’s warranty.

This warranty does not cover items that need periodic adjustment as part of normal maintenance. This warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subject to negligence, accident, abuse, misuse, improper loading or has been repaired or altered without the prior consent from Timpte.

Timpte will not be responsible for consequential, incidental, special or indirect damages of any kind which may be incurred as a result of any defect in material or workmanship, including but not limited to, loss of time, inconvenience, loss of income from use of said product, or in any way manufacturer will not be responsible for any fees or fines incurred by purchaser relating to any warranted claims against manufacturer.

Timpte is not responsible for costs relating to transportation, delivery charges, and freight of the affected product

Timpte reserves the right to change or clarify the warranty coverage at any time. Contact the Timpte Warranty Administration Group at 402-367-3056 for any specific questions on coverage.

WARRANTY EXCLUSIONS

Misuse, neglect, overloading, improper loading, failure to follow any recommended loading or operating instructions, failure to follow specified maintenance procedures and intervals, unauthorized repair or structural modifications or failure to provide normal maintenance shall void this warranty in its entirety.

Other Exclusions Not Covered by This Limited Warranty

The Timpte Equipment Trailer is engineered to properly handle the gross vehicle load rating on the certification label. Load distribution has a definite effect upon the towing characteristics and attitudes of the trailer. There are limits to the amount of load that can be safely transported depending upon speed and road conditions, and reasonable cause to believe these factors have been exceeded could void the Timpte warranty.

In addition to the above exclusions, Timpte expressly excludes from this Limited Warranty the following: tow vehicle wiring, loss of time, inconvenience, loss of use of trailer, rental of substitute equipment, loss of revenues, or other commercial loss; and tow vehicle wear.

This warranty does not cover purchased components, attachments, or accessories, whether acquired from or provided by a Timpte dealer, Timpte CSC, or any other party, that are not in accordance with the factory-level standard specifications.

All warranty work must be approved by the Timpte Warranty Department prior to any work being performed.

CUSTOMER RESPONSIBILITIES

The First Purchaser* shall regularly inspect and check the trailer and follow all recommended maintenance procedures and intervals.

The First Purchaser* shall contact the Timpte Trailer Warranty Department immediately at 402-367-3056 upon detection of any perceived defect in the materials or workmanship. Any continued use of the trailer after discovery of a defect that could in any way aggravate the defect or otherwise damage the trailer will void the warranty on that part of the trailer.

Absolutely no work should be performed to the trailer prior to receiving authorization as evidenced by a valid claim number, from the Timpte Warranty department. Any work performed prior to receiving authorization will not be covered under warranty.

The First Purchaser* shall comply with the instructions of the Warranty Department related to a claim within 30 days of the date of those instructions or the warranty on that part of the trailer is voided. The Timpte Warranty Department will issue a claim number as Authorization for approved warranty repair. Timpte will not pay for any warranty work that was performed without a valid claim number. All transportation charges in connection with a warranty claim will be the sole responsibility of the First Purchaser*.

The First Purchaser's* sole and exclusive remedy against Timpte, arising from the Purchase and use of the trailer, is limited to repair or replacement of defective materials and workmanship, as provided herein.

Timpte may at its option require that the defective part or trailer be returned to a Timpte facility or a Timpte authorized service shop, as Timpte may determine.

All warranty work must be performed at the location designated and approved in advance by Timpte and to the specifications dictated by Timpte.

* "First Purchaser" means the first purchaser in good faith for a purpose other than resale.

** "Normal Service" means the loading and transportation of uniformly distributed legal loads of properly secured, noncorrosive cargo, in accordance with any applicable factory instructions and in a manner which does not subject the trailer or parts of the trailer to (a) concentrated loads; (b) loads in excess of the Gross Axle Weight Rating (GAWR) or Gross Vehicle Weight Rating (GVWR) stated on the Certification Plate affixed to the trailer by Timpte; and (c) accidental damage, or (d) stresses, impacts or shocks greater than those commensurate with normal, reasonable lawful use.

*** "Normal and Customary Charges" are a sum not exceeding the price charged by Timpte for such work.

LIABILITY LIMITATIONS

Timpte shall not be liable to the First Purchaser* or any other person for any damages, direct, incidental, consequential, Punitive or otherwise for breach of warranty, failure or delay in making delivery, or any other cause, except as specifically set forth in this warranty. In no event will Timpte's cumulative liability for breach of this warranty exceed the price charged by Timpte for any part to be replaced plus normal and customary charges ***for repairs to be made under this warranty.

Without limiting the foregoing, Timpte shall not be liable for any damages whatsoever as a result of cargo loss, downtime, driver, road service, towing expense, tire repair service, loss of profit, rental or substitute equipment or any other type of loss due to trailer performance. Premium labor rates (i.e. overtime, service calls, road side/mobile service) will not be paid for warranty repairs.

The warranties set forth herein are the only warranties applicable to Timpte Equipment Trailers and are expressly in lieu of all other warranties, either expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

TIMPTE'S OBLIGATION

In the event of a defect in material or workmanship covered by this warranty, Timpte Inc. in its sole discretion will:

- Correct the defective work or replace the defective parts at Timpte's factory or at a Timpte CSC or dealer assigned by Timpte.
- Or reimburse the First Purchaser* by paying a sum not exceeding the price charged by Timpte for such work
- Or provide for repair of the defective parts by an authorized Timpte service facility,
- Or supply a replacement part to the First Purchaser*, who will install it at his own expense

REPORTING SAFETY DEFECTS

If you believe that your trailer has a defect which could cause a crash or could cause injury or death, you should immediately inform the National Highway Traffic Safety Administration (NHTSA) in addition to notifying Timpte, Inc.

If NHTSA received similar complaints, it may open an investigation and if it finds that a safety defect exists in a group of vehicles, it may order a recall or remedy campaign. However, NHTSA cannot become involved in individual problems between you, your dealer, or Timpte, Inc.

To contact NHTSA you may either call the Vehicle Safety Hotline toll-free at 1-888-327-4236 (TTY 1-800-424-9153); go to <http://www.safercar.gov>; or write to: Administrator, NHTSA, 1200 New Jersey Avenue S.E., Washington, DC 20590. You can also obtain other information about motor vehicle safety from <http://www.safercar.gov>.