



## STEEL END DUMP TRAILER – FRAME TYPE - WARRANTY

THIS **WARRANTY** IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, AND IN LIEU OF ANY OTHER OBLIGATION ON THE PART OF STARGATE MANUFACTURING INC.

Stargate Manufacturing Inc. hereby warrants each steel end dump frame type trailer sold to first purchaser, for a period of one (1) year after delivery, to be free from defect in material and workmanship, but only when properly maintained and used in "NORMAL SERVICE". Normal service is defined as usage in the manner and for the purposes for which such products are generally purchased and utilized. This means the loading, unloading and carriage of non-corrosive cargo, properly secured in a manner which does not subject the vehicle to strains or impacts greater than normally imposed by lawful use on well-maintained public roads, with gross vehicle weight within the province/state weight limitations applicable where the vehicle is being operated and which does not exceed the Gross Vehicle Weight Rating (GVWR) established by the tractor manufacturer and is specified on the vehicle identification plate affixed to the vehicle by Stargate Manufacturing Inc. prior to delivery.

PAINT and finishes applied by Stargate Manufacturing Inc. shall carry a one (1) year limited warranty of normal service. Surface corrosion caused from stone chips, scratches or reverse impact are not included in the warranty.

AXLE OR SUSPENSION ALIGNMENT – Stargate Manufacturing must be called within 30 days after delivery of any alignment problem.

COMPONENTS not manufactured by Stargate Manufacturing Inc. are per the warranties of said component manufacturer and their specific warranty.

Stargate Manufacturing Inc. makes no warranty whatsoever as to (1) any goods which, after delivery, hereunder have been altered or repaired by anyone other than Stargate, or one of its authorized service representatives, unless, in Stargate's reasonable opinion, such alterations or repairs are in no way responsible for the condition complained of, and (2) goods which are not defective by which may wear out and have to be replaced during the warranty period, including for example but without limitation thereto, brake linings, brake drums, tires.

Without regard to the nature of the claim asserted, Stargate Manufacturing Inc. shall not be responsible nor otherwise be held liable for cargo loss, loss of use, property damage, personal injury, other commercial (economic) loss or other direct, indirect, incidental or consequential or special damages to have been caused by any product delivered hereunder "fails in its essential purpose".

Customer's sole and exclusive remedy for any claim arising out of (a) breach of contract, (b) breach of any warranty which might be contained hereon or deemed to exist hereunder, (c) any defects in the products or workmanship, (d) Stargate's negligence in performing hereunder, or (e) any other claim arising hereunder whether in tort, strict liability, or otherwise, shall be limited to repair or replacement of such products, at Stargate's option, within two (2) years after their delivery to such Customer, according to the following:

Any of the aforesaid claims shall be deemed waived unless such claim is made in accordance with the following procedures: (1) Customer shall give Stargate Manufacturing Inc. written notice of such defect, including a description and picture(s) of product and defect; (2) such product is returned to Stargate Manufacturing Inc. or the place of Stargate's designation (if requested, as provided hereunder) Stargate Manufacturing Inc. shall be obligated to repair or replace such product only if, after Stargate's inspection such product is found to Stargate's satisfaction (a) to be defective, (b) not to have been manufactured in a workmanlike manner, or (c) not to have been manufactured in accordance with written specifications or drawings, if any, supplied by Customer to Stargate Manufacturing Inc. Customer shall have no other equitable or other remedy at law available to it.

It shall be the Customer's responsibility to contact Stargate Manufacturing Inc. before any repairs are made which are covered by or affect this warranty, in order to secure Stargate's prior "approval". Stargate Manufacturing Inc. shall, at its option, provide a factory or local representative to inspect the equipment prior to issuing such "approval". Stargate Manufacturing Inc. reserves the right to make changes or improvements in design to product without thereby obligating itself to make the same changes or improvements upon its products previously manufactured.