

LIMITED WARRANTY (NORTH AMERICA)
MCNEILUS CONCRETE MIXER VEHICLES AND REFUSE VEHICLES

1. LIMITED WARRANTY

Except as provided below, and provided the vehicle is placed in service within one (1) year after shipment from the factory, as established by the original invoice, for a period of six (6) months after delivery to the first user of the vehicle (Customer), McNeilus Truck and Manufacturing, Inc. (McNeilus) warrants to Customer that such vehicle will be free from defects in material and workmanship. This limited warranty shall apply only if the vehicle is properly maintained and used in service which is normal for the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than those normally resulting from careful use of the vehicle or chassis. In order for a warranty claim to be valid, Customer must notify McNeilus in writing of the defect within the warranty period stated above and within thirty (30) days after the date of repair. This limited warranty extends only to the first user of the vehicle and is not transferable by such user.

This limited warranty does not apply to, and McNeilus makes no warranty whatsoever as to (1) Integral parts, components, attachments or trade accessories not manufactured by McNeilus, but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply; (2) Any vehicle, chassis, or component part, attachment or accessory damaged by misuse, neglect, accident, operator error, operation beyond rated capacity or other improper operation, maintenance or storage; (3) Any vehicle, chassis, or component, part, attachment or accessory which is repaired, altered or assembled in an unauthorized manner which, in the sole judgment of McNeilus, affects the performance, stability or purpose for which it was manufactured; (4) Frames or crossmembers which are subjected to welding, heat treatment or corrosion caused by the use of acids or abrasive materials after delivery to Customer; and (5) parts which are not defective, but which may wear out and have to be replaced during the warranty period including, but not limited to, tires, fluids, gaskets and light bulbs. McNeilus assumes no responsibility for the assembly of its parts or sub-assembly into finished vehicles unless the assembly or sub-assembly is performed by McNeilus or its authorized contractor.

This warranty shall be void if, upon the occurrence of any incident involving the vehicle and resulting in any personal injury or property damage, Customer fails to notify McNeilus within 48 hours of such occurrence or fails to permit McNeilus and/or its representatives to have immediate access to such vehicle and all records in the possession of or within the control of Customer relating to the vehicle and the occurrence.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE EXCLUSIVE WARRANTY GIVEN BY MCNEILUS. MCNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. This limited warranty may not be modified except in writing signed by an officer of McNeilus.

3. CUSTOMER'S REMEDIES

If the vehicle fails to conform to the warranty set forth in paragraph 1, Customer shall notify McNeilus in writing, and shall make the vehicle available for inspection by McNeilus or its designated agent. At the request of McNeilus, any defective part or component shall be returned to McNeilus for examination, with transportation charges prepaid by Customer. Within a reasonable time following such notice, McNeilus shall, at its option, either (a) repair or replace any defective part or component with a part or component that is not defective; or (b) refund the purchase price in full. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF INCIDENTAL, SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL MCNEILUS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LABOR COSTS, TRANSPORTATION COSTS OR PROPERTY DAMAGE, ARISING FROM OR IN ANY WAY RELATING TO THE PURCHASE, SALE OR USE OF THE VEHICLE, FROM ANY BREACH OF THIS LIMITED WARRANTY OR FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGE DUE TO DELAY, NON-DELIVERY, INABILITY TO USE THE VEHICLE, DAMAGE DUE TO DEFECTS IN THE VEHICLE AND DAMAGE DUE THE NEGLIGENCE OF MCNEILUS. This exclusion applies regardless of whether the claim for damages is based on warranty (expressed or implied) or otherwise based on contract, on tort or on any other theory of liability, and regardless of any advice or representations that may have been rendered by McNeilus concerning the vehicle.

5. MCNEILUS WARRANTY MANUAL AND PROCEDURE

Additional information, procedures and exclusions applicable to this warranty and warranty services are set forth in the McNeilus Warranty Manual and Procedures, as may be amended from time to time. The current McNeilus Warranty Policy can be requested by calling 888-686-7278. In the event of a conflict between the terms of this warranty and the terms of the McNeilus Warranty Manual and Procedures, the terms of the McNeilus Warranty Policy shall control.