



LIMITED WARRANTY

Trailer - Dump Body - SuperDump Body

ROGUE TRUCK BODY, LLC, (hereinafter called RTB) warrants each new Trailer, Dump Body and SuperDump Body manufactured by it to be free from defects in material and workmanship under normal, on-road use and service with loads not exceeding the vehicle manufacturer's rated capacity for a period of 12 months after delivery to the original purchaser direct or by an authorized distributor.

Exclusions from Warranty. This Warranty shall not apply to:

- (1) Components manufactured by persons other than RTB (such as hydraulic pumps, motors, valve, bearings, Maxle axle, etc.) beyond warranty, if any, which may be made by such manufacturer,
- (2) Any unit which shall have been subject to misuse, negligence, alteration or accident or which shall have been repaired by anyone other than RTB or its authorized service distributor in any way so as in the judgment of RTB to affect adversely its performance or reliability, or
- (3) Normal maintenance services.

Purchaser's Exclusive Remedies. RTB's sole obligation under this warranty will be to repair or replace, at its option, any warranted unit or part as described above which shall be returned to RTB's factory or authorized service distributor and which examination shall disclose to RTB's satisfaction to have been defective. Freight or other transportation costs to and from the factory or authorized service distributor must be paid by the purchaser. RTB will not assume any charges for repairs made by anyone other than RTB or its authorized service distributor. Customer should contact RTB regarding any potential warranty repairs for discussion and authorization before any service or repair work is done.

Exclusion of other Warranties. No other warranty is made by RTB and in particular RTB makes **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE**. RTB neither assumes nor authorizes any person to assume for it any liability other than described herein.

Limitations of Actions. Without extending the period of warranty stated above, any action for breach of warranty must be commenced within one year of the breach claimed or forever barred.

Limitation of Damages. The purchaser's remedy stated above shall be exclusive for any and all claims against RTB whether based on contract, negligence, tort, or any other theory. In no event shall RTB be liable for any consequential damages which may result from any defect or failure of a unit or part.

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