

Summit Truck Bodies, LLC  
990 Vernon Rd.  
Wathena, KS 66090  
Phone (866) 985-3100



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## Summit Crane Limited Warranty

11/19/2018

Subject to the exclusions and limitations below, Summit Truck Bodies, LLC (hereinafter "Summit") warrants each new crane of Summit's manufacture ("Product") to be free from defects in material and workmanship, under normal use and service, for a period of five (5) or one (1) years after initial purchase of the Product. This Limited Warranty extends to the first purchaser of the Product and is not transferable. This Limited Warranty is purchaser's exclusive remedy, and applies to new Product only purchased in the United States which are accompanied by this written Limited Warranty and for which a completed warranty registration card has been received by Summit within 30 days after purchase of the Product. This Limited Warranty shall apply only to Products of Summit's manufacture. Parts are covered by a separate limited warranty.

- **FIVE(5) YEAR:**           **PAINT COVERAGE**  
                                  **SUMMIT MANUFACTURED BODY, CRANE, & TANK STRUCTURE**
- **ONE (1) YEAR:**           **A.S.E. & ELECTRICAL**  
                                  **HYDRAULICS**  
                                  **PROTECTIVE COATINGS**  
                                  **PARTS**
- **NINETY(90) DAYS:**   **REPLACEMENT PARTS PURCHASED NEW FROM SUMMIT**

### Warranty Terms

During the Limited Warranty period specified above, any defect in material and workmanship on any Product not excluded below, shall be repaired or replaced at Summit's option by a Summit authorized representative or approved repair facility. Summit will pay for replacement parts and such approved repair facilities labor in accordance with Summit's labor reimbursement policy, outlined below. Summit reserves the right to supply remanufactured replacement parts as it deems appropriate. Summit reserves the right, in lieu of the repair and replacement obligations set forth in this Limited Warranty, to refund the purchase price for the Product. Such right shall be exercised in Summit's sole discretion. If Summit elects to refund the purchase price, purchaser agrees to deliver to Summit the Product prior to receipt of such refund.

### Retail Purchaser Responsibility

This Limited Warranty requires both required and recommended maintenance and repair. Periodic inspections of the Product (including cranes and accessories) indicated in the Operator's Manual furnished with each Product or otherwise specified by Summit in writing must also be recorded. The cost of required recommended maintenance and repair and obtain periodic inspections is solely the purchaser's responsibility. Purchaser must to keep documented evidence that these services were performed and have it providable. The Summit Truck Bodies, LLC Limited Warranty may be subject to cancellation if the above requirements are not performed. Summit cranes with known failed or defective parts must be immediately removed from service.

### Exclusions and Limitations

The warranties contained herein shall **NOT APPLY TO:**

- 1) Any defect in the Product which was caused (in Summit's sole judgment) by other than normal use and service of the crane or by any of the following:

- Accidents including but not limited to collision
  - Improper operation, abnormal usage, misuse or negligence
  - Overloading
  - Failure to provide routine maintenance and repair services and failure to provide any other reasonable and proper maintenance and repair
  - Improper repair or installation
  - Unsuitable storage
  - Repairs, alterations or modifications including the installation of accessories, not made or installed by Summit or authorized representative or approved repair facility
  - Accidents, acts of God, and any other acts which are not the fault of Summit
  - Vandalism
- 2) Any Product (including crane or accessories) whose identification numbers or marks have been altered or removed.
  - 3) Any component of the Product (including crane or accessories) which any of the required or recommended periodic inspection or services have been performed using parts not manufactured or supplied by Summit meeting Summit specification or installed as specified by Summit.
  - 4) Products (including cranes or accessories) for which purchaser has failed to deliver the warranty registration card to Summit within thirty (30) days from the date of delivery of the Product
  - 5) Any defect which was caused (in Summit's sole judgment) by operation of the crane or accessory, not abiding by standard operating procedures outlined in the Operator's Manual.
  - 6) Transportation costs, if any, of transporting the Product or any component to an approved repair facility.
  - 7) Diagnostic and overtime premiums.
  - 8) Depreciation caused by normal wear, lack of reasonable maintenance, failure to follow operating instructions, misuse, or lack of proper protection during storage.
  - 9) Any installation of a Product (crane) on chassis other than original factory installation
  - 10) Summit shall not be liable to any person under any circumstances for any incidental or consequential damages (including but not limited to loss of profits and out of service time) occurring for any reason at any time.
  - 11) Accessory systems and electronics not of Summit's manufacture are warranted only to the extent of such manufacturer's respective Limited Warranty, if any.
  - 12) In no event shall Summit's liability exceed the original purchase price of the product.

### **Parts Warranty**

Parts replaced in the warranty period will be subject to the balance of this Limited Warranty, but replacement will not in any way extend this Limited warranty. Replacement parts after the original warranty period are warranted to be free from defects in material for ninety (90) days or the part will be repaired or replaced without labor coverage for removal or installation.

### **Non Summit Components**

Items not of Summit manufacture including but not limited to the chassis, crane, welder, hydraulic and PTO component, tool drawer packages, and electronic components (which are the responsibility of the components manufacturer). Summit will act reasonably to facilitate the repair or replacement of such parts by such component's manufacturer. Costs incurred by Summit for repair or replacement parts or items not of Summit manufacture will be invoiced to purchaser. To be considered warranty, the failed part must be returned, at the discretion of Summit, to Summit or the manufacturer of the part within thirty (30) calendar days. The part will be evaluated and if warranty is approved by the manufacturer, credit will be issued to the customer in the form of a credit to a Summit account, if one exists, or credit back to a charge card or check to the customer.

### **Summit Labor Reimbursement Policy**

Summit will, in its sole discretion consider labor reimbursement during the defined warranty period provided that the repair is pre-approved. Contact the Service Department for details.

### **Shipping Costs**

Summit will pay for shipping of warranty parts by ground carrier. Expedited freight delivery is available at the expense of the owner. Shipping for the return of parts for warranty consideration will be at the owner's expense but will be reimbursed if the parts in question are deemed defective by Summit or by the manufacturer of the part and a legible copy of the invoice is provided.

### **Limitation of Warranties**

Except for the warranties expressly and specifically made herein, Summit makes no other warranties, and any possible liability of Summit hereunder is in lieu of all other warranties, expressed, implied, or statutory including but not limited to any warranties of merchantability or fitness for particular purpose. Summit reserves the right to modify, alter, and improve any Product previously sold without incurring any obligation to replace any product previously sold without such modification. No person is authorized to give any other warranty or assume any additional obligation on Summit's behalf.

The repair, replacement, or refund as provided under the Limited Warranty is the purchaser's exclusive remedy, and is provided in lieu of all other warranties, expressed or implied, in no event shall Summit be liable, whether in contract or tort (including negligence) for damages in excess of the purchase price of the product, accessory or software, or any indirect incidental, special or consequential damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, software or applications or other financial loss arising out of or in connection with the ability or inability to use the products, to the full extent these damages may be disclaimed by law.

### **Disputes Under This Limited Warranty**

Any and all disputes and claims of any kind and nature whatsoever arising under this Limited Warranty shall be handled as provided in any agreement of purchase and sale for the Product. If such agreement does not include an express provision relating to the handling of disputes and claims, then the following terms shall apply to this Limited Warranty: This Limited Warranty shall be deemed to have been made in the State of Colorado (without regard to the conflict of law principles of the State), including all matters of construction, validity and performance regardless of the location of the Product. You expressly waive any and all right to jury trial regarding any dispute hereunder. You hereby irrevocably submit to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. You hereby irrevocably waive, and hereby agree not to assert by way or motion, defense, or otherwise, any claim that you are not subject personally to the jurisdiction of such courts, that the Product or any other property of purchaser is exempt or immune from attachment or execution, that any action brought under this Limited Warranty is brought in an inconvenient forum, that the venue of the action is improper or that this Limited Warranty cannot be enforced by any such courts.

**SUMMIT TRUCK BODIES IS UNDER NO OBLIGATION TO EXTEND THIS WARRANTY TO ANY CUSTOMER FOR WHICH AN SUMMIT CRANE WARRANTY FORM HAS NOT BEEN COMPLETED AND ON FILE WITH SUMMIT EQUIPMENT AND ACCESSORIES NOT OF SUMMIT'S MANUFACTURE ARE WARRANTED ONLY TO THE EXTENT OF THE ORIGINAL MANUFACTURER'S WARRANTY AND ARE SUBJECT TO THEIR ALLOWANCE TO SUMMIT ONLY IF FOUND TO BE DEFECTIVE BY SUCH MANUFACTURER.**