

Summit Truck Bodies, LLC
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Summit Crane Limited Warranty

Summit Truck Bodies, LLC (hereinafter “Summit”) provides the following limited warranty on each new crane of Summit’s manufacture (“Products”) to be free from defects in material and workmanship, under normal use and service, as described below beginning on the date of purchase of the Product. This Limited Warranty extends to the first purchaser (“Purchaser”) of the Product and is not transferable. This Limited Warranty is Purchaser’s exclusive remedy, and applies to each new Product purchased in the United States which is 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.

Product Warranty – Five Years

Summit guarantees the Summit manufactured body, crane, & tank structure sheet metal will be free of “rust-through perforation”, as defined below, and free of defects in material and workmanship for a period of five (5) years from the date of purchase. The Limited Warranty provided by this section shall apply only to Products manufactured and installed by Summit and which remains mounted upon the chassis it was originally installed by Summit.

Product Warranty – One Year

Summit guarantees the Summit manufactured crane & tank structure sheet metal will be free of “rust-through perforation”, as defined below, and free of defects in material and workmanship for a period of one (1) year from the date of purchase. The Limited Warranty provided by this section shall apply only to Products manufactured but not installed by Summit, provided, and explicitly conditioned upon, that such Products (i) is installed in strict conformance with the installation instructions contained in the Products’ applicable manual and the truck body manual of the chassis on which it is installed and (ii) remains mounted upon the chassis it was originally installed.

Product Warranty – One Year

Summit guarantees the Summit manufactured Advanced Safety Electronics, hydraulics, protective coatings, and parts shall be free of defects in material and workmanship for a period of one (1) year from the date of purchase.

Product Warranty – Ninety (90) Days

Summit guarantees the Summit manufactured replacement parts shall be free of defects in material and workmanship for a period of Ninety (90) days from the date of purchase.

LIMITED WARRANTY

Warranty Terms

During the applicable Limited Warranty period specified above, Summit will repair or replace, at Summit's sole discretion, any Product that appears to have a defect in material or workmanship, in Summit's sole discretion, not excluded below. 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 the Product to Summit prior to receipt of such refund.

Purchaser Responsibility

Summit's obligations under this Limited Warranty are expressly conditioned upon Purchaser's compliance with and performance of both required and recommended maintenance and repair of the Product warranted in accordance with the Operator's Manual. Purchaser shall conduct and record periodic inspections of the Product (including cranes and accessories) indicated in the Owner's Manual furnished with each Product or otherwise specified by Summit in writing. Purchaser is solely responsible for the cost of required or recommended maintenance and repair and periodic inspections. Purchaser must keep documented evidence that these services were performed and have it providable to Summit. This Limited Warranty is subject to cancellation if Purchaser fails to comply with its obligations set forth herein or in the Owner's Manual. Purchaser shall immediately remove from service any Product Purchaser claims is defective or contains a part that is defective or failed.

Exclusions from Warranty

1. All additions, add-on attachments, accessories, modifications, repairs, or services not manufactured or provided by Summit or a Summit authorized repair facility, including damage or corrosion caused by such additions, add-on attachments, accessories, modifications, repairs or services. This exclusion includes, but is not limited to, optional parts, after-market products, components, installation, painting or other finish, stickers, wraps, decals, lettering, wiring, or modifications.
2. Defects, damage, or corrosion caused, in Summit's sole judgment, by accidents, collision, improper operation, abnormal usage, misuse or negligence, overloading, failure to provide required and recommended maintenance and repair, unsuitable storage, acts of God, vandalism, and any other acts which are not the fault of Summit.
3. Normal wear and tear of any Product or part.
4. Any Product (including crane or accessories) whose identification numbers or marks have been altered or removed.
5. Any component of the Product (including crane or accessories) which has been repaired or maintained using parts not manufactured or supplied by Summit.
6. 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.

7. Transportation or towing costs, if any, of transporting, hauling, or towing the Product or any component to an approved repair facility.
8. Diagnostic and overtime premiums.
9. Depreciation.
10. Any Product that has been removed and installed on a chassis other than the original chassis the Product was installed upon. Removing and installing a Product on a chassis other than the original chassis shall void this Limited Warranty.
11. "Rust-through perforation", defined as corrosion that has created a perforation through the metal, caused in whole or in part by acid rain, application or transportation of corrosive chemicals, sealants or solvents, or the failure to repair damage to the finish.
12. Products, parts, components, or systems provided by Summit but not manufactured by Summit. Such products, parts, components, or systems are covered exclusively by the manufacturer's warranty, if any, in effect at the time of installation or delivery.
13. Products sold or shipped outside the United States and Canada.

Limitation of Parts Warranty

Parts replaced by Summit or an authorized Summit repair facility during the warranty period will be subject to the balance of this Limited Warranty and in no event shall this Limited Warranty be extended or recommenced by such replacement. Parts replaced by Summit or an authorized Summit repair facility after the original warranty period are warranted to be free from defects in material for ninety (90) days from the date of installation.

Labor Reimbursement Policy

Summit will, in its sole discretion, pay for the labor at a Summit authorized facility to repair or replace Products or parts manufactured by Summit, provided Purchaser obtains written approval from Summit prior to such repairs or replacement. Summit has no obligation to pay for labor that is not pre-approved by Summit. Contact the Service Department for details.

Shipping Costs

Summit will pay the costs for shipping replacement parts for parts covered by this Limited Warranty. Shipping shall be within the contiguous United States and by ground carrier only. Purchaser may choose expedited or another form of shipping at Purchaser's sole cost and expense. Purchaser shall pay for all shipping costs for the return of parts for Summit to examine for defects and coverage under this Limited Warranty. If Summit determines, in its sole discretion, such part is defective and covered under this Limited Warranty, Summit shall reimburse Purchaser for such costs of shipping provided Purchaser provides a legible copy of the shipping invoice.

Disclaimer of Warranties

SUMMIT WARRANTS ITS PRODUCTS, INCLUDING THEIR DESIGN AND WORKMANSHIP, ONLY AS STATED IN THIS LIMITED WARRANTY. EXCEPT FOR THE LIMITED WARRANTY

LIMITED WARRANTY

MADE HEREIN, SUMMIT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Summit reserves the right to modify, alter, and improve any Product previously sold without incurring any obligation under this Limited Warranty or otherwise, to modify, alter, or improve any Product previously sold without such modification, alteration, or improvement. No person is authorized to give any other warranty or assume any additional obligation on behalf of Summit.

Limitation of Liability

THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SUMMIT'S OBLIGATION, IF ANY, UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR, REPLACEMENT OR REPURCHASE OF DEFECTIVE PRODUCTS, AS DETERMINED IN SUMMIT'S SOLE DISCRETION. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL SUMMIT BE LIABLE TO THE ORIGINAL PURCHASER OR ANY OTHER PARTY FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, LOSSES, FEES, PENALTIES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, RENTAL REIMBURSEMENT, LOSS OF VEHICLE USE, INCONVENIENCE, STORAGE, LOST TIME, OR LOST PAY, HOWSOEVER CAUSED, AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED TO AND/OR KNOWN BY SUMMIT.

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. Purchaser expressly waives any and all right to a jury trial regarding any dispute hereunder. Purchaser hereby irrevocably agrees to submit to the exclusive jurisdiction and venue of courts sitting in Adams County, Colorado. Purchaser hereby irrevocably waives, and hereby agrees not to assert by way or motion, defense, or otherwise, any claim that Purchaser is 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 PURCHASER FOR WHICH A SUMMIT CRANE WARRANTY FORM HAS NOT BEEN COMPLETED AND ON FILE WITH SUMMIT.

OWNER'S MANUAL

Summit Truck Bodies
990 Vernon Road
Wathena, KS 66090
866-985-3100
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www.summitbodies.com

Subject to Change without Notification

