

ARM / TruckCorp LLC Limited Warranty

A. GENERAL PROVISIONS

The warranties described below are provided by ARM, a TruckCorp LLC Company ("ARM"), to the original purchaser of new equipment purchased directly from ARM or an authorized reseller of new ARM products. The limited warranties are non-transferable once activated and the original proof of purchase is required at time of registration. Under these warranties, ARM will repair or replace, at its option, any covered part that is found to be defective in material or workmanship during the applicable Warranty Term.

All repairs, replacements or credits are at ARM's discretion. ARM reserves the right to deny any claim which does not meet any or all the requirements herein.

Warranty service must be performed by ARM. Alternatively, at ARM's discretion, an authorized dealer or service center may be used to perform warranty work provided authorization is given by ARM before work begins. ARM will not reimburse for work performed without prior authorization. Invoices must indicate the Return Authorization / PO Number or reference number issued by ARM to be recognized. Invoices received without this identifying information will not be paid. Warranty service will be performed by ARM without charge to the purchaser for parts and labor. The purchaser will be responsible, for any service call and/or transportation of product to and from ARM's facility, any premium charged for overtime labor requested by the purchaser, and any service and/or maintenance not directly related to any defect covered under the warranties below.

ARM expressly disclaims and shall not be liable under any cause of action for a claim under Ohio Revised Code §2307.78 for "liability of supplier" or "supplier liability," as those terms are used in the statute or any similar state law, as applicable. ARM shall not be liable for any damage to person or property, whether directly or indirectly caused by the product and shall not be liable for any incidental and consequential damages, loss of profit, loss of income or other economic or non-economic loss claimed to be associated with or result from a defective product.

B. WHAT IS WARRANTED

All parts and components that are manufactured by ARM are warranted to be free from defects in material and workmanship under normal use or service, when properly maintained and operated for the duration of the Warranty Term for each specified item.

C. (I) ITEMS COVERED SEPARATELY

This warranty does not apply to components that are part of the equipment but not manufactured by ARM, post-production changes or dealer modifications. These items include but are not limited to any vehicle chassis, engines, power take offs, pumps, tarp, vibrator, bodies, or standalone components, pintle plate, hitch, valves, axles, jack stands or controls. These items are subject to their own manufacturer's warranties, which may be different from the warranties provided herein.

(II) WHAT IS NOT WARRANTED

Pursuant to the terms of these warranties, ARM IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used equipment. (2) Any equipment that has been added, altered, or modified by a different company than ARM. (3) Any equipment that uses non-factory original replacement parts. (4) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations, misuse, lack of proper protection during storage, vandalism, the elements, collision or accident, rust, storm damage, exposure to extreme temperatures, hoist failure because of being in the raised position for extended periods of time, and other situations outside of ARM's control. (6) Normal maintenance, including parts and service. (7) Damage to any part of a plow unit, hitch, plowing vehicle or loss of use incurred by the striking of movable or immovable objects while using the equipment, plowing, or removing snow. (8) Environmental damage or damage resulting from time spent on dealer lots. (9) Paint warranty is limited to adhesion to metal surfaces only and does not include either the inside or the understructure of truck bodies. (10) Fit, form, function, or failure of the chassis. Dealerships and distributors are responsible for the condition of the chassis prior to delivery to the customer. Damage occurring to the chassis before arriving at or leaving the ARM premises shall not be warranted. Cosmetic damage resulting from transportation will be covered only if the unit is hauled by ARM or a third party authorized by ARM and only if the damage is reported within 24 hours of delivery. (11) Any secondary charges, travel, loss of use, down time or other incidental or consequential expenses. (12) Any charges for field service, labor, mileage, or other expenses incurred by the purchaser, user or charged by a third-party service organization or authorized dealer, unless previously approved by ARM in writing with all claims accompanied by a valid Return Authorization Number.

D. SECURING WARRANTY SERVICE

To secure warranty service, the purchaser must: (1) Complete and return the warranty registration documents within 7 calendar days from the date of sale, including proof of purchase. (2) Report the claimed product defect to ARM within 7 days of discovered failure and request repair within the applicable Warranty Term. (3) Return the equipment within 30 days of claim to ARM's facility located at 3026 Saratoga Avenue Canton, Ohio 44706, transportation, or freight prepaid. When freight costs might be excessive, photos may be sent in lieu of actual component if damage/defect can be clearly identified, at the discretion of the ARM warranty administrator.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION

To the extent permitted by law, neither ARM, nor any company affiliated with ARM makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of the Equipment covered by these warranties other than those set forth herein. NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE MADE BY ARM. ALL IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED AND EXCLUDED HEREIN. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH IN TABLE 1. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON THE EQUIPMENT ARE THOSE SET FORTH HEREIN. IN NO EVENT WILL ARM, OR ANY COMPANY AFFILIATED WITH ARM, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

F. NO DEALER WARRANTY

The selling dealer has no authority to make any warranty, representation, condition or promise on behalf of ARM, or to modify the terms or limitations of this warranty in any way and makes no warranty on any other item unless it delivers to the purchaser a separate written certificate specifically warranting the item.

G. JURISDICTION AND VENUE

The limited warranties provided hereunder shall be construed and enforced under Ohio law. Any legal action regarding a dispute under this warranty or an action to enforce the terms hereof shall be brought in the State Court located in Stark County, Ohio or in the Federal District Court for the Northern District of Ohio.

H. ENFORCEABILITY

Any provision of this Limited Warranty which is determined to be invalid or unenforceable under Ohio law shall not affect the validity or enforceability of any other provision contained herein, which provisions shall be enforced to the full extent permitted by the law.

TABLE 1: Warranty Terms

Upfits and Major Equipment

- Dump Body Upfit Packages
- Hook Lift Units
- Individual Snowplows
- Vacuum Leaf and Debris Collectors
- Snow and Ice Upfit Packages

1 year for structural defects and 90 days for all other defects from the date of the sale to the end user/customer within a maximum time of 6 months from the sale of the product to the distributor/dealer.

Spreader Systems

- Under Tailgate Salt Spreaders
- V Box Spreaders
- Brine Systems

90 days for all defects from the date of the sale to the end user/customer within a maximum time of 6 months from the sale to the distributor/dealer.

Supplemental Items

- Loose Bolts
- Loose or Ungreased Fittings
- Hydraulic Leaks
- Tailgate Pins
- Tailgate Hinge Bushings
- Hydraulic Cylinder Pins
- Torque of Bolts
- Electrical Connections
- Loose Lift Axle Mounting Hardware

90 days from the date of sale to the end user/customer, within a maximum time of 6 months from the sale to the distributor/dealer. Issues of this nature reported after 90 days shall be considered the result of normal wear subject to regular maintenance by the customer as detailed in the owner's manual for the truck body and/or equipment/accessories and are not covered by ARM warranty.

Failure to follow the maintenance regimen outlined in the owner's manual for the truck body and /or equipment will void the warranty.