



INTERNATIONAL TRUCK SPECIALTY CENTERS

LIMITED WARRANTY

International Truck Specialty Centers ("TSC") expressly warrants that, except as otherwise provided herein, all goods and services provided by TSC to buyer ("Buyer") will be free from defects in material and workmanship for a period ending on the first to occur of:

- A. **Twelve months after the TSC invoice date; or**
- B. **1,000 hours of usage**

This Limited Warranty covers only parts manufactured by TSC and services provided by TSC. Except with respect to title, this Limited Warranty does not attach to parts or accessories not manufactured by TSC regardless of whether such parts or accessories were selected or recommended by TSC. TSC will, as an accommodation, pass on to Buyer that warranty, if any, TSC receives from the manufacturer of such part or accessory, but only to the extent allowed by such manufacturer. Any claim with respect to any such part of accessory shall be made directly to the manufacturer. This Limited Warranty does not apply to any other products subject to their own specific warranties.

Further, normal or special maintenance items, such as oil, coolants, fuel, fluids, belts, hoses, filters, and air cleaners supplied in connection with goods or services provided by TSC are specifically excluded from this Limited Warranty.

This Limited Warranty shall be void if, in TSC's sole and exclusive determination, the goods are subjected to: (i) improper installation or storage; (ii) lack of proper maintenance and service; (iii) accident, damage, abuse or misuse; (iv) abnormal operating conditions or applications; (v) repair or modification by buyer or any third party without the prior written consent of TSC; (vi) operating conditions or applications above the rated capacity of the goods; (vii) use under operating conditions or applications not made known to or contemplated by TSC at the time of delivery to Buyer; or (viii) any other abnormal operation.

With respect to any defect in material or workmanship in any goods sold or services covered by this Limited Warranty, if Buyer notifies TSC in writing regarding such defect within the warranty period, TSC will repair, replace, or perform, at its sole option, at a location designated by TSC, any such defective goods or services, provided that Buyer delivers such goods to the designated location at Buyer's cost. **THIS SHALL BE BUYER'S EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF EITHER MERCHANTABILITY, FITNESS OR OTHERWISE ARE MADE.** Any claims not made within the warranty period are deemed waived by Buyer. In lieu of repairing, replacing or performing any such defective goods or services, TSC shall have the right, at its sole option, to refund the purchase price thereof. If TSC authorizes Buyer or a third party to repair, replace or perform the allegedly defective goods or services instead of TSC doing such work itself, Buyer shall retain any such allegedly defective goods for a period of 90 days after such work is done to allow TSC a chance to examine and inspect same. If, upon examination and inspection, TSC determines, in its sole and exclusive judgment, that the goods or services in question are not defective or that the goods have been in any way subjected to any of those conditions listed above, TSC reserves the right to decline Buyer's warranty claim for work performed by Buyer or third party. Reference exhibit (A) for Hydraulic warranty claims.

IN NO EVENT WILL TSC ASSUME LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM OR IN ANY WAY ARISING OUT OF ANY GOODS OR SERVICES PROVIDED BY TSC OR THEIR SALE, USE OR MANUFACTURE. IN NO EVENT SHALL TSC ASSUME LIABILITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES.

TSC reserves the right, at any time, to make any change or changes in the design or specification of the goods or services, which TSC, in its sole discretion, believes will constitute an improvement in such goods or services. However, no such changes shall create any obligations on TSC to make equivalent changes in goods previously manufactured or services previously provided by TSC.

No change in provision in this Limited Warranty may be made without the written agreement of an authorized officer of TSC.

THIS IS TSC'S ONLY WARRANTY. TSC MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED BY TSC.