



Fire Apparatus

One (1) Year or 24,000 Miles

General

Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle (the "Product") manufactured by OEM. As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

<p>This Limited Warranty Covers:</p> <p>The Product shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.</p>
<p>This Limited Warranty Coverage will Begin:</p> <p>The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.</p>
<p>This Limited Warranty Coverage Ends After the First Occurrence of:</p> <p>One (1) Year or 24,000 Miles</p>

<p>Specific Exclusions and Conditions</p> <p>Except as excluded in this certificate, this Limited Warranty covers Product parts, components, and subsystems manufactured by OEM. Excluded from this Limited Warranty are (a) Third-Party Parts, as defined below, and (b) those parts, components and subsystems manufactured by OEM which are subject to separate OEM limited warranties such as, but not limited to, the Product's chassis, engine emissions system, electrical system, multiplex electronic system, frame, aerial device, hydraulic system, body structure, cab structure, paint system, and plumbing system.</p> <p>If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.</p>

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
 IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWNTIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
 The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including any equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
 OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.





Fire Apparatus One (1) Year or 18,000 Miles Electrical Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

<p>This Limited Warranty Covers: The Apparatus's electrical system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.</p>
<p>This Limited Warranty Coverage will Begin: The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.</p>
<p>This Limited Warranty Coverage Ends After the First Occurrence of: One (1) Year or 18,000 Miles</p>

<p>Specific Exclusions and Conditions This Limited Warranty only covers defects in the main wire harnesses and related circuit protection, connectors, routing, harness clamping, and wire protection of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, electronic devices, lighting, bulbs, sirens, radios, intercoms, ECUs, gauges, switches, occupant protection airbags and pyrotechnics, electronically controlled valves, pressure governors, foam system controls, ABS, ESC, solenoids, and relays.</p> <p>If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer.</p>

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. **THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.**

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWNTIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.





Fire Apparatus Fifteen (15) Years or 100,000 Miles Body Structure (Stainless) Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the "Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers: The Apparatus's stainless steel body structure system (the "Product") shall be free from defects in material and workmanship, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding the parts and components covered by this Limited Warranty.
This Limited Warranty Coverage will Begin: The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.
This Limited Warranty Coverage Ends After the First Occurrence of: Fifteen (15) Years or 100,000 Miles

Specific Exclusions and Conditions This Limited Warranty only covers defects in the material and workmanship of the stainless steel body structural components of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coating, graphics, corrosion damage, electrical system, lighting, equipment mounting, shelves, trays, compartment doors, hinges, trim parts, body mounting brackets, vibration isolators, fasteners or hardware.
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Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. **THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.**

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability: IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWNTIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover: The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms: OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.





Fire Apparatus Ten (10) Years Paint and Finish (Exterior Clear coated) Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus"). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:	
The Apparatus's OEM-applied exterior coating and finishing system (the "Product") shall be free from the paint system adhesion defects listed in the Section herein entitled "Specific Exclusions and Conditions", under normal use and maintenance, for the warranty period described in this certificate.	
Limited Warranty coverage schedule:	
Basecoat/Clear Coat	Corrosion
0-120 Months: 100%	0-24 Months or 100,000 Miles: 100%
	25-48 Months or 100,000 Miles: 50%
If the Product is manufactured using a chassis provided by a Third-Party Parts manufacturer (i.e. a commercial chassis), this Limited Warranty shall not apply to the chassis. Instead, the Product's chassis will be covered by, and subject to, a separate limited warranty provided by that Third-Party Parts manufacturer. In addition, also see the Section herein entitled "Specific Exclusions and Conditions" for more details regarding this Limited Warranty.	
This Limited Warranty Coverage will Begin:	
The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.	
This Limited Warranty Coverage Ends After the First Occurrence of:	
Ten (10) Years	

Specific Exclusions and Conditions
This Limited Warranty only covers defects in the following aspects of the Product:
A. Loss of adhesion of the Product resulting in rusting less than Rust Grade 5 as in ASTM D 610-08.
B. Cracking of the Paint System as set forth in ASTM D 661-93.
C. Excessive loss of gloss caused by cracking, checking, and hazing.
D. Scab corrosion, and corrosion under the paint film, where the point of origin is not: (a) A breach of the coating that occurred because of damage to the paint system, (b) Corrosion originating from a crevice, or (c) Dissimilar metals
E. Chemical Resistance meet ASTM D1308 standards 25 MEK double rubs.
F. Stone Chip SAE J400 Method A - 4B or above.
Damage or Defects excluded from this Limited Warranty include, but are not limited to:
1. Use of cleaning products not prescribed in the apparatus operator manual(s).
2. Exposure to corrosive agents, acid rain, chemical fallout.
3. Heavy-duty pressure washing or aggressive mechanical wash systems.
4. Paint deterioration caused by abuse, accidents, scratches, chips, or bruises.
5. Paint or coatings on the vehicle's undercarriage, interior, or aerial structure.
6. Applied or painted graphics, reflective material or gold leaf.
7. Paints or coatings of supplier parts including roller shutter doors.
8. Mechanical abrasion or external foreign object damage.
9. Application of, or removal of, stickers or decals including replacement.
10. Body compartment interior coatings, undercarriage and frame.
11. Defects resulting from or inherent to application such as runs, orange peel, and fisheyes.
12. Defects caused by acid rain and industrial fallout.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT. EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE, OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:
IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWNTIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:
The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:
OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.





Fire Apparatus Ten (10) Years or 100,000 Miles Plumbing and Piping Corrosion-Free (Stainless Steel) Limited Warranty

Subject to the provisions, limitations, and exclusions set forth in this certificate, Kovatch Mobile Equipment Corp. ("OEM") extends the following Limited Warranty to the Purchaser of a fire apparatus vehicle manufactured by OEM (the Apparatus). As used herein, "Purchaser" means that person or entity which purchases and commences first commercial use of the Product for its intended purpose.

This Limited Warranty Covers:

The Apparatus's stainless steel fire suppression plumbing and piping shall system (the "Product") shall be free from corrosion perforation, under normal use and maintenance, for the warranty period described below in this certificate. Also see the Section herein entitled "Specific Exclusions and Conditions" for a more detailed description of the parts and components covered by this Limited Warranty.

This Limited Warranty Coverage will Begin:

The date the Product is placed into service by the Purchaser or thirty (30) days after the date of the Product invoice to the Purchaser, whichever comes first.

This Limited Warranty Coverage Ends After the First Occurrence of:

Ten (10) Years or 100,000 Miles

Specific Exclusions and Conditions

This Limited Warranty only covers corrosion perforation in the stainless steel fire suppression pipes and associated joints for intake and discharge lines of the Product. Parts, components and subsystems excluded from this Limited Warranty include, but are not limited to, the exterior coatings, electrical system, pump and pump accessories, valves, monitors, light towers, generators, gauges, hoses, trim parts, fasteners or hardware.

As used in this Limited Warranty, corrosion perforation is defined as an actual hole through the piping material caused by corrosion.

Who is Covered by this Limited Warranty: This Limited Warranty only applies to Purchaser and, unless required by applicable law, may not be assigned or transferred to any other person or entity without OEM's prior written authorization. This Limited Warranty is valid only in the country in which the Product is first sold.

How to Obtain Warranty Service: See the Operator Manual(s) for instructions on how to register the Product, to obtain warranty repair authorization and service, and to make arrangements for the Product to be transported to an OEM-authorized service facility for warranty service. All warranty service and towing must be authorized by an OEM customer service representative before any warranty or towing service is performed. OEM shall not be responsible for, or reimburse Purchaser for, any costs or expenses relating to unauthorized warranty service or towing. Purchaser must notify OEM or its authorized customer service representative as soon as possible after discovery of any defect with the Product but in no event more than ten (10) days after discovery.

Exclusive Remedy: OEM will, at its option, repair or replace the Product if it is defective in materials or workmanship during the warranty period stated above and covered by this Limited Warranty. Such repair or replacement may be performed at an OEM facility or by an OEM-authorized service facility. Any repaired or replaced Product shall be warranted only for the remainder of the warranty period applicable to the original Product. **THIS PARAGRAPH CONTAINS OEM'S SOLE OBLIGATION AND PURCHASER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.**

Third Party Representations: No person or entity is authorized to create any other warranty, obligation or liability in connection with the Product, and OEM is not responsible for any representation, promise or warranty made by any person, dealer, component manufacturer, vehicle manufacturer, or other entity beyond what is expressly stated in this Limited Warranty.

Disclaimer of Other Warranties: THIS LIMITED WARRANTY IS OEM'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS CERTIFICATE. OEM MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES ARE EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED IN THIS CERTIFICATE.

Limitation of Liability:

IN NO EVENT SHALL OEM BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, ENHANCED, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THE PRODUCT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF OPPORTUNITIES, LOSS OF USE, DOWN TIME, DIMINUTION IN VALUE, COST OF ALTERNATIVE TRANSPORTATION, INCONVENIENCE, COST OF LODGING, VEHICLE RENTAL EXPENSES, LABOR CHARGES, EQUIPMENT RENTAL CHARGES OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF OEM HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, OEM'S LIABILITY FOR ANY AND ALL WARRANTY CLAIMS HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

General Exclusions and Conditions; What This Limited Warranty Does Not Cover:

The Product may incorporate subsystems, assemblies, parts, components, and other items manufactured by third-party manufacturers which may include, but are not limited to, chassis, engine and emissions system, transmission, transfer case, axles, suspensions, water pumps, monitors, valves, foam systems, aerial devices (each, a "Third-Party Part" and collectively, the "Third-Party Parts"). OEM does not warrant Third-Party Parts. Defects in materials and workmanship related to Third-Party Parts that carry their own warranty are subject to that warranty. OEM hereby assigns to Purchaser any assignable warranty applicable to the Third-Party Parts. The previous sentence is OEM's sole obligation with respect to Third-Party Parts.

This Limited Warranty does not apply to, and OEM shall have no responsibility or liability for, any claim, loss or damage resulting from or caused by any of the following: (a) normal wear and tear; (b) misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments); (c) improper handling, storage or repairs; (d) use of the Product other than for its intended purpose; (e) collision, fire, theft, vandalism; (f) weather, freezing, flooding, acts of God, or other casualties; (g) exposure to salt, acids, corrosive agents or other damaging chemicals or materials; (h) components or systems, whether new or used, provided by Purchaser and installed at its request; (i) when the odometer or hour meter is disconnected, or its reading has been altered, or actual mileage or hours cannot be determined; (j) improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedules, failure to maintain operating parameters, and failure to follow operating instructions; (k) any Third-Party Parts; (l) additions or accessories not originally installed by OEM, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories; (m) any "aftermarket" devices installed on the Product; (n) the repair or modification of any existing part, component or subsystem originally installed by OEM without its prior express written authorization and any problems resulting from such repair or modification. Further, this Limited Warranty shall be null and void if the Product is ever leased or rented, whether or not for compensation, to another person or entity.

Miscellaneous Terms:

OEM reserves the right to make changes to the Product without incurring any obligation to modify or improve previously manufactured parts or products. Further, OEM may respond to or correct any issue or complaint for which it does not otherwise have responsibility under this Limited Warranty without becoming obligated to respond to or correct any future issue or complaint of a same or similar nature, and such response or correction shall not constitute an admission of warranty coverage or impose any additional obligations on OEM.





One Industrial Complex – Nesquehoning, PA 18240
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www.kovatch.com URL

KME FIRE APPARATUS
FIVE (5) – YEAR LETTERING WARRANTY
(Domestic Fire Service Sales)

Kovatch Mobile Equipment Corporation will provide a five (5) year warranty against defects in material and workmanship for all graphic processes. Any valid claims must be made in writing within 15 days of the determination of any defects to KME Fire Apparatus. KME Fire Apparatus will at its option make any necessary repairs either at a local authorized service center or at the factory, if required. KME Fire Apparatus will make the final decision as to where the repairs are to be made and any transportation cost are the owners responsibility, KME will at its option repair or replace any verified defects in workmanship or materials at no cost to the owner provided all the requirements of this warranty have been met.

KME shall not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, down time, loss of use or inconvenience. THE COMPANY MAKES NOT OTHER WARRANTY, EXPRESSED OF IMPLIED, AND SPECIFICALLY, DISCLAIMS ANY IMPLIED WARRANTY INCLUDING THE WARRANTY OF MERCHANTABILITY.

KME continually strives to improve its products and therefore, reserves the right to make improvements or changes without incurring any obligations to make such changes or additions on equipment previously sold.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Milwaukee, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Wisconsin shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.





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KME FIRE APPARATUS BRIGHTWORK WARRANTY
(Domestic Fire Service Sales)

Kovatch Mobile Equipment (KME) warrants all bright finish components used in the construction of KME Fire Apparatus against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one (1) year from the date of delivery / acceptance to the original user-purchaser, whichever occurs first.

The expressed warranty excludes corrosion or degradation of bright finished components caused by damage to the component.

THIS WARRANTY IS EXPRESSLY GRANTED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

KME shall not be liable to the original purchaser or anyone else for consequential, incidental, special or direct damages, including, but not limited to, any claims for loss of profits, down time, loss of use or inconvenience.

KME neither assumes nor authorizes any other person to make or assume for it any other obligation, liability or warranty or to make any other representation on its behalf in connection with the sale or use of the new product covered by this warranty.

Legal Remedies: Any claim or controversy arising out of or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Milwaukee, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Wisconsin shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.



Subject to the following general and specific terms and conditions, Hale Products, Inc. ("Seller") hereby warrants to the original Purchaser¹ that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

General Terms and Conditions

The following limitations, exclusions, procedures, and other terms and conditions shall apply for all Products: Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products, and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly tested and maintained in accordance with Seller's product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Seller's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Seller or a person authorized by Seller to make such alteration or modification or perform such service or repair
- Seller is not paid the full amount of the purchase price for Product when due.

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provided or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Seller
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, Product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, Product or equipment.

Seller shall have no obligation under any Warranty unless Purchaser promptly notifies Seller of the failure giving rise to the Warranty claim, such notice is received by Seller within the applicable Warranty Period, and Seller is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Seller may reasonably request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

¹ The "original Purchaser" is the original purchaser from Hale Products, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.

Seller reserves the right to use reconditioned parts for Warranty repairs and to use

reconditioned Products for Warranty replacements



Warranty Statement

Effective May 30, 2020

Seller shall have the right to physically inspect Product claimed to be defective. If requested by Seller, Purchaser shall deliver the Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. In such event, Seller shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Seller within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Seller. Failure to make timely delivery to Seller of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping charges in connection with the delivery of Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. Product claimed to be defective must be shipped by Purchaser freight prepaid, and Purchaser shall bear all risk of loss or damage during shipment.

Repaired and replacement Product and parts will be shipped to Purchaser freight collect, unless a determination is made prior to shipment that the warranty claim is valid, in which case Product and parts will be shipped to Purchaser freight prepaid from Supplier. Repaired or replacement Product will be shipped back to purchaser via UPS ground or IDEX approved standard freight. If Purchaser requires expedited UPS shipment, Purchaser will cover the difference between ground and service selected costs. Purchaser shall bear all risk of loss or damage for all freight collect shipments.

When a warranty claim is confirmed by Hale's Quality department, Hale will issue a credit for freight costs under the following conditions:

- Product was shipped by Purchaser freight prepaid to Supplier. Purchaser to provide a copy of paid freight bill upon Hale's request.
- Repaired or replacement Product was shipped to Purchaser freight collect. If Purchaser required expedited shipment, the difference between ground and expedited service costs will be deducted from total credit.

If requested to do so by Purchaser, Seller may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Seller ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Seller at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Seller ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Seller determines that the Product is repairable, have the Product repaired by Seller or another party designated by it on a time and materials basis at Seller's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

SELLER'S WARRANTY AS SET FORTH HEREIN IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST SELLER. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS



Warranty Statement

Effective May 30, 2020

PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*	Warranty Period	Coverage**	
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Non-Marine Fire Service Applications	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser. Labor is only covered for the first two (2) years of this warranty coverage.	<p>Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.</p> <p>At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Seller at original purchaser's request at time of order.</p> <p>Under Standard Warranty, Seller will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period.</p> <p>Under Extended Warranty (if purchased by original Purchaser), Seller will cover parts and labor for the full Warranty Period.</p> <p>When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Pump Accessories Labor Warranty Guide for details on issues covered and fees paid.</p>
	Marine and Other Application	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units (Excluding Engines ***)	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included but any other labor (including removal and re- installation) and mileage are excluded. Original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller). Seller's approval of repair estimate is required prior to performance of repair work.
		If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. See Hale Portable Pump Labor Warranty Guide for details on issues covered and fees paid
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.	

Hale Products, Inc.		
Product Specific Warranty Terms and Conditions		
Product*	Warranty Period	Coverage**
Pump Modules	Pump Body Weldments, Stainless Manifolds, and Fabricated <u>non-painted</u> or powder coated panels	10 years from the date of shipment of Product to original Purchaser. Repair or replacement of Product that Seller determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included. Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 brand components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA compliant and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
	Fabricated painted or powdered coated panels	2 years from the date of shipment of Product to original Purchaser Repair or replacement of Product that Seller determines failed from paint, finish, and corrosion during Warranty Period due to a defect in material or workmanship. No labor is included.
Foam SmartFoam, SmartCAFS, CAFS Systems, SmartATP, and EZ Fill		3 years from the date of shipment to original Purchaser. Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. Datalogger download from Product may be requested to determine cause of defect.
Foam FoamLogix Systems		1 year from the date of shipment to original Purchaser. Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts	Ordered for service and repair	90 days from date of shipment of Product to original Purchaser. Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser. Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser. Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	Akron Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal. Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal. Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Hale Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal. Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
	SVS Torrent Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Monitors	Akron	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
SafeBuy Modules Bundles	QMAX/QMAX-XS Pump Non-Marine Fire Service Applications	Earlier of (i) 8 years from in service date of Safebuy QMAX/QMAX-XS bundle in the vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. This is predicated on the end user supplying Hale with their yearly service and pump testing records by the end of each calendar year.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			Under Safebuy Warranty, Seller will cover parts and labor for earlier of (i) 8 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Gearbox Labor Warranty Guide for details on issues covered and fee paid.
SAM Bundles- Pump with Loose Valves, Kits or Modules	Pumps-Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units) Non-Marine Fire Service Applications	Earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			Under SAM Warranty, Seller will cover parts and labor for earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.		
Product Specific Warranty Terms and Conditions		
Product*	Warranty Period	Coverage**
SAM Bundles- Pump with Loose Valves, Kits or Modules		When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Labor Warranty Guides for details on issues covered and fee paid.
Akron Electric Valve Actuators and Navigator Pros	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics	4 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

*When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage

** For each Product, Seller will have the option to refund to Purchaser (in cash or by credit) the purchase price Seller was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Seller in its sole discretion.

*** Seller makes no warranty with respect to engines. Any warranty with respect to engines is limited to whatever warranty may be provided by the engine manufacturer.



15 Limited Warranty

Fire Research Corp. (FRC), as supplier of FoamPro, warrants to the original purchaser, each new pump, system or other product of its own manufacture, for a period of two years from the date of shipment from the factory, to be free from defects in material and workmanship under normal use and service. "Normal use and service" means not in excess of recommended maximum speeds, pressures, and temperatures, or handling fluids not compatible with components materials, as noted in applicable FoamPro product catalogs, technical literature, and instructions. This warranty shall not apply to any pump, system or other product which shall have been repaired or altered to adversely affect the performance or reliability of the pump, system or other product.

Neither this warranty nor any implied warranty apply to damage or harm caused by any or all of the following: (1) Freight damage; (2) Freezing damage; (3) Damage caused by parts and/or accessories or components not obtained from or approved by FRC; (4) ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, OTHER THAN INJURY TO THE PERSON, ARISING FROM THE USE OF ANY PUMP OR OTHER PRODUCT MANUFACTURED BY FRC EXCEPT in states that do not allow the exclusion or limitation of incidental or consequential damages; (5) Damage due to misapplication and/or misuse; (6) Normal wear of moving parts or components affected by moving parts.

The liability of FRC under the foregoing warranty is limited to the repair or replacement at FRC's option without charge for labor or materials of any parts upon return of the entire pump, system or other product or of the particular part to the FRC factory within the warranty period, at the sole expense of the purchaser, which part shall upon examination appear to FRC's satisfaction to have been defective in material and workmanship. The liability of FRC under any theory of recovery (except any express warranty where the remedy is set forth in the above paragraph) for loss, harm or damage, shall be limited to the lesser of the actual loss, harm or damage or the purchase price of the involved pump, system or other product when sold by FRC to its customer.

FRC expressly warrants its pumps and other products as above stated. THERE ARE NO OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO TWO YEARS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER EXCEPT in states that do not allow time limitations on implied warranties. THERE IS NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WHEN THIS PRODUCT IS PUT TO RENTAL USE.

No person including any dealer or representative of FoamPro is authorized to make any representation or warranty concerning FRC's FoamPro products on behalf of FRC, or to assume for FRC the obligations contained in this warranty. FRC reserves the right to make changes in design and other changes and improvements upon its products without imposing any obligations upon itself to install the same, upon its existing products then in process or manufacture.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

IMPORTANT NOTICE

It is imperative to package all FoamPro components properly, before shipment (with Return Goods Authorization attached) back to FRC. The FoamPro contains electronic components that may receive damage from improper shipping procedures! All FoamPro components shipped back to FRC will pass through Quality Control Inspection, and will be photographed after the box is opened. Any shipping damage, such as superficial scratches, nicks, etc., to the unit makes it unusable (even after the internal warranty problem is repaired) and thus must be refinished to "like-new" condition during the warranty process. You are responsible for any physical damage occurring to FoamPro components at your facility and during shipment back to FRC.

Package the FoamPro, complete with all the recommended parts the Customer Service representative requires (i.e., Digital Display control with all premolded wire cables etc.) in its original carton with the Styrofoam and other packaging materials, as it was received at your facility. FRC appreciates your attention in this matter, as we feel it will help us to serve you in a better fashion, while keeping the cost of the FoamPro product competitive. Thank you.

CUMMINS WARRANTY ALERT

Please Deliver To: Service Managers and Warranty Decision Makers

FROM: Cummins Global Warranty Administration Communications

Subject: Worldwide Fire Truck/Crash Truck and Recreational Vehicle Deductible Change

Number: a2036 **Date:** 08-Dec-2020

Attention: Worldwide Distributors/Branches and
Division/Regional Offices
U.S./Canada Warranty Dealers (Engine)

This Warranty Alert is for information purposes only. Cummins coverage terms, limitations and administrative procedures are set forth in the Warranty Administration Manual and Field Action documents available on QuickServe® Online.

If additional information is required, contact your Cummins Warranty Operations Group Leader.

PURPOSE: To announce that claims filed after December 8, 2020, regardless of failure date, will no longer have a \$100 deductible per service visit for the third, fourth and fifth years of the base engine warranty for Fire Truck/Crash Truck and Recreational Vehicles. In addition, claims filed to recover a deductible for non-Emissions claims filed prior to December 8, 2020 will not be accepted.

DISCUSSION: Please review Procedure 111-503-105, Worldwide Fire Truck (All Engines) and 111-503-104, United States and Canada Recreational Vehicles (All Electronic Diesel Engines), in the Warranty Administration Manual for more information.

ACTION: Please apply these guidelines where applicable.

Attachments:

United States and Canada Recreational Vehicles (All Electronic Diesel Engines) (503-104)

This warranty applies to new electronic diesel engines that are used in recreational vehicle applications.

Coverage Effective Date*	Coverage End Date	Legal Description
August 1, 2005**	Still Active	3381340
August 1, 2005***	Still Active	3381340
* This coverage applies to engines with a warranty start date on or after this date		
**All other Electronic Diesel Engines		
***ISB AD Engines		

Coverage

The **warranty start date** is the date of delivery of the Engine to the first user. On recreational vehicles there is no demonstration period.

BASE ENGINE WARRANTY		
Engine	Coverage*	What is Covered?
ISB AD**	3 years, 75,000 miles	• Base Engine • Labor • Travel/Towing • Other Claimables
All Other Electronic Engines	5 years, 100,000 miles, or 160,935 Kilometers	

*Whichever occurs first, after the warranty start date.

**Engine designation ISB AD was given to ISB engines installed in front engine RV applications. These engines typically were not supplied by Cummins with air compressors. Not all ISB engines installed in front engine RV applications will have the AD designation. To verify, the engine dataplate information found on QuickServe® Online will have the Marketing Model Name ISB (HP Rating) (AD). An example of this format is ISB 300AD.

Claims filed after 08-Dec-2020, regardless of failure date, will no longer have a \$100 deductible.

Claims filed to recover a deductible for non-Emissions claims filed prior to 08-Dec-2020 will not be accepted.

Limitations

- **Travel or towing** is covered for the first year from the date of delivery.
- **Alternators and starters** are covered for the first 2 years from the date of delivery of the engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.
- Failures resulting in **excessive oil consumption** for B series engines are covered for the duration of the coverage, 100,000 miles (160,935 kilometers) or 7,000 hours, whichever occurs first.
- **Failures of belt(s) and hoses** supplied by Cummins are covered for the first year of the warranty or the duration of the coverage, whichever occurs first.
- **Unauthorized modifications** to the aftertreatment could negatively effect emissions certification and void warranty.

Worldwide Fire Truck (All Engines) (503-105)

This warranty applies to new diesel engines that are used in fire apparatus truck and crash truck* applications Worldwide.

*Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

Coverage Effective Date*	Coverage End Date	Legal Description
April 1, 2007	Still Active	3381161

*This coverage applies to engines with a warranty start date on or after this date.

Coverage

The **warranty start date** is the date of delivery of the Engine to the first user. There is no demonstration period on fire trucks.

BASE ENGINE WARRANTY	
Coverage*	What is Covered?
5 years, 100,000 miles, or 160,935 kilometers	<ul style="list-style-type: none">• Base Engine• Labor• Travel/Towing• Other Claimables
*Whichever occurs first, after the warranty start date.	
Claims filed after 08-Dec-2020, regardless of failure date, will no longer have a \$100 deductible.	

Claims filed to recover a deductible for non-Emissions claims filed prior to 08-Dec-2020 will not be accepted.

Limitations

- During Base Engine Warranty, **travel or towing** is covered when the vehicle is disabled as a result of a warrantable failure.
- **Failures of belt and hoses** supplied by Cummins are covered for the first year of the warranty or the duration of the warranty coverage, whichever occurs first.
- **Failures resulting in excessive oil consumption** are covered for the duration of the coverage, 100,000 miles (160,935 kilometers) or 7,000 hours, whichever occurs first.
- **Alternators and starters** are covered for the first 2 years from the date of delivery of the engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.
- Unauthorized modifications to the aftertreatment could negatively affect emissions certification and void warranty.

**CHAMP TRANSMISSION COOLER
THREE (3) YEAR WARRANTY
TERMS AND CONDITIONS OF SALE**

These Terms and Conditions Apply to All Quotations, Orders, and Contracts for Alfa Laval Inc. Products (hereafter "Equipment"). As used in these Terms and Conditions of Sale, the word "Equipment" includes all hardware, parts, components, software and options.

1. **ACCEPTANCE:** Our sale to you is limited to and expressly made conditional on your assent to the terms and conditions of sale herein and, if applicable, on the attendant quotation, both of which form a part of this order and which supersede and reject all prior agreements, representations, discussions or negotiations, whether written or oral, with respect hereto and any conflicting terms and conditions of yours, or any statement therein, whether or not signed by you. We will furnish only the quantities and Equipment specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for terms or conditions of, or for furnishing other equipment or material shown in, any plans and/or specifications for a project to which the Equipment quoted or ordered herein pertain or refer.
2. **PRICES:** Unless otherwise specified in writing, all quoted prices are firm for thirty (30) days from the date of offer. Stenographic, clerical and mathematical errors are subject to correction.
3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of Equipment are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, or other acts of God or *force majeure*, by any statute, regulation, administrative order or decree or order or judgment of a court of law or other causes beyond our reasonable control. Unless otherwise specifically agreed in writing by us, in no event shall we be liable for any damages or penalties whatsoever, or however designated, resulting from our failure to perform or delay in performing due to any of the causes specified in this paragraph 3.
4. **SHIPMENT, RISK OF LOSS, TAXES:** Unless otherwise noted on the face hereof prices are in U.S. Dollars, Title Transfer – Ex Origin, Freight Charges – Collect. Duty, brokerage fees, insurance, packing and handling as applicable are not included unless otherwise noted. Our prices do not include federal, state, municipal or other government excise, sales, use, occupational, processing, transportation or like taxes now in force or enacted in the future. You shall pay any taxes we may be required to collect or pay now or at any time in the future (including interest and penalties imposed by any governmental authority), or any taxes you may be required to pay, that are imposed upon the sale, delivery or support of Equipment purchased or licensed as a part of this order, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof payment for Equipment shall be (30) days net. *Pro rata* payments shall become due with partial shipments. Any discount period which may be granted by us begins on the invoice date and all payments are due 30 days after the invoice date. All payments shall be made without deduction, deferment, set-off, lien or counterclaim of any nature. All amounts due not paid within 30 days after the date such amounts are due and payable shall bear interest at the lesser of 1.5 percent per month or the maximum rate of interest allowed by law. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when such invoices are due and payable, at our election, shall make all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled. We shall not, in such event, be liable for delay of performance or nonperformance of contract in whole or in part subsequent to such event.
6. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specification except upon prior written agreement by us and upon terms that will indemnify us against all losses resulting from or

arising out of such cancellation or change in specifications. In the absence of such indemnification, we shall be entitled to recover all damages and costs of whatever nature permitted by the Uniform Commercial Code.

7. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the Equipment is ready for shipment. If you fail to make payment or furnish shipping instructions we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

8. **EQUIPMENT WARRANTY AND REMEDY:**

(a) For new Equipment only, we warrant to you that the Equipment that is the subject of this sale is free from defects in design (provided that we have design responsibility), material and workmanship. The duration of this warranty is thirty six (36) months from delivery to you (the "Warranty Period"). If you discover within the Warranty Period a defect in design, material or workmanship, you must promptly notify us in writing. Within a reasonable time after such notification, we will correct any such defect with either new or used replacement parts, at our option. Such repair, including both parts and labor, is at our expense.

(b) For repairs, parts and service provided by us, we warrant to you that the repairs parts and service we provide to you will be free from defects in material and workmanship. The duration of this warranty is ninety (90) days from as applicable (i) the date the machine which required the repairs, parts or service is returned to you by us, (ii) the date of your receipt of the part, or (iii) the date of repair, if performed at your facility. If during this ninety day period you discover a defect in the repairs, parts or service you must promptly notify us in writing.

(c) All warranty service is subject to our prior examination and approval and will be performed by us at your facility or at service centers designated by us. All transportation to and from the designated service center will be at our expense. If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will provide, at our option, one of the following: (i) a replacement for such Equipment, or (ii) full refund of the purchase price. These remedies are your exclusive remedies for breach of warranty. Unless otherwise agreed in writing by us, our warranty extends only to you and is not assignable to or assumable by any subsequent purchaser, in whole or in part, and any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

(d) We will use all reasonable efforts to obtain for you any manufacturer's guarantees or warranties for any sub-assemblies included in the Equipment. To the extent such warranties are assignable, we hereby assign to you all warranties that are granted to us by our suppliers of any sub-assemblies contained in the Equipment.

(e) The warranties set forth above are inapplicable to and exclude (i) any product, components or parts not manufactured by us or covered by the warranty of another manufacturer, (ii) damage caused by accident or the negligence of you or any third party, normal wear and tear, erosion, corrosion or by disasters such as fire, flood, wind and lightning, (iii) damage caused by your failure to follow all installation and operation instructions or manuals or to provide normal maintenance, (iv) damage caused by unauthorized or improper installation of attachments, repairs or modifications, (v) damage caused by a product or component part which we did not design, manufacture, supply or repair, or (vi) any other abuse or misuse by you or any third party.

9. **LIMITATION OF LIABILITY:** In no event shall we be liable, and you hereby waive any claims against us and release us from liability to you, for any indirect, special, punitive, incidental, or consequential damages whatsoever based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Excluded damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute Equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, certain of the limitations in this paragraph and in subparagraph 8(c) may not apply.

10. **OWNERSHIP:** All drawings, designs and specifications supplied by us have been prepared or assembled by us and are solely our property. Such drawings, designs and specifications have been furnished in order to provide full documentation and on the condition that they shall not be reproduced or copied in any manner whatsoever, in whole or in part, except for your internal use as necessary, and upon the further condition that, as our sole property, they shall not be used, in whole or in part, for furnishing information to others or for any purpose not specifically authorized in a writing signed by one of our corporate officers. These ownership provisions shall not be superseded by any printed form used in connection with or arising out of a sale induced by a proposal or otherwise.

11. **PATENT INFRINGEMENT**

(a) We warrant that the Equipment in the condition sold to you is free of the rightful claim of infringement of any apparatus claims of any third-party U.S. patent issued as of the date of our acknowledgement and acceptance of your order, and we will defend, indemnify and hold you harmless from such claims; provided, however, we make no express or implied warranties of non-infringement and undertake no indemnification in respect of third-party rights where the alleged patent infringement is based upon or related to (i) any method, process or product claims in third-party U.S. patents; (ii) any combination of the Equipment with other equipment not supplied by us; or (iii) any modifications of the Equipment made by you and not approved by us.

(b) You shall notify us within 30 days of your receipt of notice of an alleged third-party patent infringement claim that would entitle you to patent infringement indemnification pursuant to paragraph 11(a), and we shall thereupon assume defense of the claim at our expense. We shall have the sole right to settle or otherwise compromise such a third-party claim, including but not limited to the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment.

(c) If a third party charges us with patent infringement relating to Equipment sold by us to you, we shall have the right to either (i) modify the Equipment to avoid infringement if you are agreeable to the modification, (ii) repurchase the Equipment from you at a price equal to the then-current fair market value of the Equipment, or (iii) secure rights by assignment or license to permit continued use of the Equipment. If a third party charges us with patent infringement on the bases set forth in paragraph 11(a)(i), (ii) or (iii), you shall hold us harmless for all expenses and awards of damage assessed against us, and we shall also have the right to modify or repurchase the Equipment or to secure rights for continued use by way of assignment or license as set forth in this paragraph.

(d) Our total, cumulative liability under paragraphs 11(a), (b) and/or (c) is limited to 100% of the price paid to us by you for the Equipment.

12. **SAFETY AND HEALTH STANDARDS:** The Equipment described herein (or on the specifications provided herewith) complies with applicable safety and health standards issued pursuant to the Occupational Safety and Health Act of 1970 (the Act) and in effect on this date as such standards are interpreted and understood by us. These standards may be amended and/or their meaning may be clarified prior to shipment or performance, and if such change or clarification requires changes in the Equipment described herein, we shall make the necessary changes available to you. You shall pay for any and all such changes at our prices therefore in effect at time of shipment or performance, as the case may be. Because actual compliance by employers with the Act is beyond our control, we cannot and do not represent that the use of the Equipment described herein, nor the location, installation or maintenance thereof, will comply with the Act or regulations and standards issued pursuant thereto. We make no representation of compliance with safety and health standards contained in any statute, regulations or ordinance of any state or political subdivision thereof applicable to the Equipment described herein unless you have notified us of the existence and contents of such standards and we have agreed in writing to the incorporation of such standards in the specifications relating to such Equipment. Nothing in this provision shall operate to modify or affect in any manner whatsoever our disclaimer of any liability for consequential damages contained elsewhere in these terms and conditions of sale.

13. **INSPECTION:** Upon prior written notice, you may make reasonable inspections of Equipment at our facility. We reserve the right to determine the reasonableness of the request and to select an appropriate time and location for such inspection. You agree to execute appropriate confidentiality provisions upon our request prior to visiting our facility. All costs of inspection shall be solely determined by us and shall be payable by you. No inspection or expediting by you at the facilities of our suppliers is authorized.

14. **SOFTWARE PROVISIONS:** If software is provided hereunder, you are granted a nonexclusive, royalty free license only for your use of the software provided with our Equipment. Under this license you may: (i) use our software in machine readable object code only and only with the Equipment provided; (ii) copy our software into any machine readable object code form for back up purposes in support of your use of our software on the Equipment provided; and (iii) create one additional copy of the software for archival purposes only. This license may not be assigned, sublicensed or otherwise transferred by you without our prior written consent. You hereby recognize and acknowledge that the software provided to you hereunder comprises valuable trade secret and/or copyright property of Alfa Laval [or its licensor] and you covenant that you will take adequate precautions against access to the software by, or disclosure of the software to, anyone not authorized hereunder to use or have access to the software.

15. **TIME LIMIT FOR BRINGING SUIT:** Any action you file against us, whether for breach of contract, including but not limited to breach of warranty, or for negligence or strict tort, must be commenced within 90 days following the expiration of the Warranty Period.

16. **MODIFICATION OF TERMS:** The terms and conditions of sale set forth herein are an integral part of our proposal and/or confirmation of order. These terms shall not be deemed altered or modified by printed or other "standard" terms in a purchase order, acceptance or similar document. Our confirmation or acknowledgment of any order is with the express understanding that all printed or other "standard" language on any such documents submitted by you will be entirely disregarded to the extent that it varies from the terms and conditions of this proposal/order which may be modified only by typed or handwritten language in the body of your order, acceptance or similar document, together with a written acknowledgment and acceptance of such modification by us.

17. **LIMITATION ON WARRANTIES: THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND AN IMPLIED WARRANTY OF NONINFRINGEMENT. WE HEREBY EXPRESSLY EXCLUDE FROM THIS CONTRACT THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF NONINFRINGEMENT. OUR WARRANTIES AND LIABILITIES HEREUNDER ARE LIMITED AS STATED HEREIN.**

18. **APPLICABLE LAW:** Any controversy or claim arising out of the contract or the breach thereof shall be finally decided with binding effect on both parties by the courts of Virginia and in accordance with the laws of the Commonwealth of Virginia, without giving effect to the provisions thereof relating to conflict of laws.

THE EQUIPMENT AND PARTS DESCRIBED IN THESE TERMS AND CONDITIONS OF SALE MAY CAUSE INJURY IF NOT OPERATED PROPERLY AND FOR THIS REASON ALL OPERATORS SHOULD BECOME THOROUGHLY FAMILIAR WITH THE OPERATING INSTRUCTIONS BEFORE OPERATING THE EQUIPMENT.

AKRON BRASS 10 YEAR WARRANTY ON HEAVY DUTY SWING-OUT™ VALVES

Akron Brass warrants Heavy Duty Swing-Out Valves for a period of ten (10) years after purchase against defects in material or workmanship. Akron Brass will repair or replace any Heavy Duty Swing-Out Valve which fails to satisfy this warranty. Repair or replacement shall be at the discretion of Akron Brass. Electrical components shall carry our standard five (5) year warranty. We will not be responsible for: wear and tear; any improper installation, use or maintenance; negligence of the owner or user; repair or modification after delivery; failure to follow our instructions or recommendations; or anything else beyond our control. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE INCLUDED IN THIS WARRANTY STATEMENT, AND WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Further, we will not be responsible for any consequential, incidental or indirect damages (including, but not limited to, any loss of profits) from any cause whatsoever. No person has authority to change this warranty.



**HEAVY
DUTY**
Swing-Outs
Proven Performance Trusted By Firefighters
For Over Half a Century

 **AKRON**
BRASS COMPANY
An ISO 9001: 2000 Registered Company



PRODUCT WARRANTY

For five years after the date of purchase, Trident Emergency Products, LLC warrants its products to be free from defects in materials and workmanship when properly installed, operated, and maintained.

If during the warranty period, a product is discovered to be defective, Trident will, at its option, replace or repair the warranted product or grant the purchaser a credit for the product claimed to be defective. Trident will have the sole discretion to determine whether the product was defective.

This warranty is null and void if the product is damaged due to abuse, misuse, negligence or accidental causes.

No warranty of merchantability or fitness for a particular purpose, nor any warranty, express or implied, is made by Trident. The foregoing states Trident Emergency Products, LLC entire and exclusive liability and buyer's exclusive remedy for any claim or damages in connection with the sale of its products. In no event shall Trident be liable for any special, incidental, or consequential damages whatsoever.



UPF UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (<http://www.state.gov>), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products through alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

UPF UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.



Warranty Statement

Effective May 30, 2020

Subject to the following general and specific terms and conditions, Hale Products, Inc. ("Seller") hereby warrants to the original Purchaser¹ that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions**.

General Terms and Conditions

The following limitations, exclusions, procedures, and other terms and conditions shall apply for all Products: Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products, and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly tested and maintained in accordance with Seller's product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Seller's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Seller or a person authorized by Seller to make such alteration or modification or perform such service or repair
- Seller is not paid the full amount of the purchase price for Product when due.

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provided or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Seller
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, Product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, Product or equipment.

Seller shall have no obligation under any Warranty unless Purchaser promptly notifies Seller of the failure giving rise to the Warranty claim, such notice is received by Seller within the applicable Warranty Period, and Seller is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Seller may reasonably request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

¹ The "original Purchaser" is the original purchaser from Hale Products, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.

Seller reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned

Products for Warranty replacements

Hale Products
607 NW 27th Avenue
Ocala, FL 34475
Haleproducts.com

IDEX
Trusted Solutions,
Improving Lives™



Warranty Statement

Effective May 30, 2020

Seller shall have the right to physically inspect Product claimed to be defective. If requested by Seller, Purchaser shall deliver the Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. In such event, Seller shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Seller within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Seller. Failure to make timely delivery to Seller of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping charges in connection with the delivery of Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. Product claimed to be defective must be shipped by Purchaser freight prepaid, and Purchaser shall bear all risk of loss or damage during shipment.

Repaired and replacement Product and parts will be shipped to Purchaser freight collect, unless a determination is made prior to shipment that the warranty claim is valid, in which case Product and parts will be shipped to Purchaser freight prepaid from Supplier. Repaired or replacement Product will be shipped back to purchaser via UPS ground or IDEX approved standard freight. If Purchaser requires expedited UPS shipment, Purchaser will cover the difference between ground and service selected costs. Purchaser shall bear all risk of loss or damage for all freight collect shipments.

When a warranty claim is confirmed by Hale's Quality department, Hale will issue a credit for freight costs under the following conditions:

- Product was shipped by Purchaser freight prepaid to Supplier. Purchaser to provide a copy of paid freight bill upon Hale's request.
- Repaired or replacement Product was shipped to Purchaser freight collect. If Purchaser required expedited shipment, the difference between ground and expedited service costs will be deducted from total credit.

If requested to do so by Purchaser, Seller may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Seller ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Seller at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Seller ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Seller determines that the Product is repairable, have the Product repaired by Seller or another party designated by it on a time and materials basis at Seller's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

SELLER'S WARRANTY AS SET FORTH HEREIN IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST SELLER. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS

PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*	Warranty Period	Coverage**	
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Non-Marine Fire Service Applications	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser. Labor is only covered for the first two (2) years of this warranty coverage.	<p>Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.</p> <p>At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Seller at original purchaser's request at time of order.</p> <p>Under Standard Warranty, Seller will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period.</p> <p>Under Extended Warranty (if purchased by original Purchaser), Seller will cover parts and labor for the full Warranty Period.</p> <p>When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Pump Accessories Labor Warranty Guide for details on issues covered and fees paid.</p>
	Marine and Other Application	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units (Excluding Engines ***)	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included but any other labor (including removal and re- installation) and mileage are excluded. Original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller). Seller's approval of repair estimate is required prior to performance of repair work.
		If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. See Hale Portable Pump Labor Warranty Guide for details on issues covered and fees paid
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
Pump Modules	Pump Body Weldments, Stainless Manifolds, and Fabricated <u>non-painted</u> or powder coated panels	10 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included. Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 brand components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA compliant and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
	Fabricated painted or powdered coated panels	2 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed from paint, finish, and corrosion during Warranty Period due to a defect in material or workmanship. No labor is included.
Foam SmartFoam, SmartCAFS, CAFS Systems, SmartATP, and EZ Fill		3 years from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. Datalogger download from Product may be requested to determine cause of defect.
Foam FoamLogix Systems		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts	Ordered for service and repair	90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	Akron Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Hale Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.			
Product Specific Warranty Terms and Conditions			
Product*		Warranty Period	Coverage**
	SVS Torrent Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Monitors	Akron	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
SafeBuy Modules Bundles	QMAX/QMAX-XS Pump Non-Marine Fire Service Applications	Earlier of (i) 8 years from in service date of Safebuy QMAX/QMAX-XS bundle in the vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. This is predicated on the end user supplying Hale with their yearly service and pump testing records by the end of each calendar year.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			Under Safebuy Warranty, Seller will cover parts and labor for earlier of (i) 8 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Gearbox Labor Warranty Guide for details on issues covered and fee paid.
SAM Bundles- Pump with Loose Valves, Kits or Modules	Pumps-Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units) Non-Marine Fire Service Applications	Earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			Under SAM Warranty, Seller will cover parts and labor for earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.



Warranty Statement

Effective May 30, 2020

Hale Products, Inc.		
Product Specific Warranty Terms and Conditions		
Product*	Warranty Period	Coverage**
SAM Bundles- Pump with Loose Valves, Kits or Modules		When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Labor Warranty Guides for details on issues covered and fee paid.
	Akron Electric Valve Actuators and Navigator Pros	5 years from date of shipment of Product to original Purchaser.
	Electronics	4 years from date of shipment of Product to original Purchaser.

*When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage

** For each Product, Seller will have the option to refund to Purchaser (in cash or by credit) the purchase price Seller was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Seller in its sole discretion.

*** Seller makes no warranty with respect to engines. Any warranty with respect to engines is limited to whatever warranty may be provided by the engine manufacturer.

