

LIMITED THREE-YEAR TRUCK BODY WARRANTY

Kentucky Trailer Truck Bodies (“Kentucky”) warrants that each mover van body (hereinafter collectively referred to as “Truck Body”) shall be free from defects in design, workmanship and materials, when used in normal commercial service and when properly maintained in accordance with Kentucky standards, for a period of three (3) years from the date of delivery of the Truck Body, subject to the following conditions, restrictions and limitations:

Kentucky hereby warrants all paint, finishes, pre-painted sheets, wood flooring, wiring, caulking, protection against water leaks, overhead doors, walk ramp, and panel door hardware, for a period of only one (1) year following delivery of the Truck Body, subject to the conditions, restrictions and limitations contained herein.

The Exclusive Limited Warranty shall not apply to: (1) defects in the design, workmanship or materials of the vehicle chassis except that, in the event and solely to the extent that Kentucky has in any way modified or altered the vehicle chassis in constructing and installing the Truck Body, this limitation shall not apply with respect to any such modification or alteration; (2) defects arising out of deterioration of any aspect of the Truck Body due to normal wear and tear and exposure to the elements; and (3) defects in the design, workmanship and materials of products separately manufactured and not designed and constructed by Kentucky, but which are merely assembled or installed by Kentucky on the Truck Body, including, but not limited to, component parts and accessories such as lift gates, hoists, refrigeration, and air conditioning units, cargo holding devices, handles, latches, and other accessories required by the purchaser. To the extent a manufacturer or supplier of the vehicle chassis and other component parts assembled or installed by Kentucky on the Truck Body has provided warranties to Kentucky, Kentucky agrees to assign said warranties to the original purchaser of the Truck Body. In no event shall Kentucky be deemed to have joined in the warranty assigned or, by such assignment, to have made any separate warranty apart from that which is contained in the Exclusive Limited Warranty, and Kentucky does not warrant that the vehicle chassis or any such component part meets the condition of any assigned manufacturers’ or suppliers’ warranties.

This Exclusive Limited Warranty shall be void with respect to any particular Truck Body if (a) the total weight of the Truck Body and its cargo at any time exceeds the Gross Vehicle Weight Rating (“GVWR”) established by the chassis manufacturer and

specified on the vehicle identification plate affixed to the vehicle by the chassis manufacturer prior to delivery; (b) the load weight of any axle on the Truck Body at any time exceeds the Gross Axle Weight Rating (“GAWR”) established by the chassis manufacturer and specified on the vehicle identification plate affixed to the vehicle by the chassis manufacturer; (c) the Truck Body is at any time damaged in a collision or other accident, damaged as a result of abuse, misuse, or neglect in any manner (including use of loading equipment), or unlawful operation of the Truck Body or vehicle on which it was installed; (d) the Truck Body is damaged by corrosive, hazardous or inherently unsafe or dangerous cargo; (e) the Truck Body is not maintained in accordance with Kentucky’s published maintenance schedule; or (f) the Truck Body is repaired, altered or modified in any respect by other than a Kentucky-authorized service center or service technician unless such repairs, alterations and modifications are specifically authorized, in writing, by Kentucky engineering or service personnel. Under no circumstances is Kentucky sales personnel authorized to approve or authorized repairs, alterations or modifications to a Truck Body.

This Exclusive Limited Warranty shall be void with respect to any particular defect on any particular Truck Body unless Kentucky shall be informed, in writing, of the existence of the claimed defect within the shorter of (1) thirty days after the discovery of the defect or (2) such shorter time that is necessary to effect repair or replacement of the defect in order to avoid aggravation or worsening of the existing defect or the creation of the additional damage. This Exclusive Limited Warranty shall not apply to (1) any defect which was caused or created by a known prior existing defect or (2) any aggravation or worsening of an existing known defect, which could have been avoided by timely and reasonable attention and repair or replacement of such existing defect.

THIS WARRANTY IS MADE BY KENTUCKY SOLELY TO THE ORIGINAL PURCHASER OF THE TRUCK BODY AND IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED. KENTUCKY EXPRESSLY DISCLAIMS AND MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

The sole and exclusive remedy for any defect covered by this warranty shall be limited to the repair or replacement of such Truck Body, or warranted component thereof, at Kentucky’s option; provided that, Kentucky shall not be liable, in repair or replacement of Truck Body, for an amount greater than the Prorata Value of the Truck Body. The “Prorata Value” shall be calculated by multiplying the sale price of the Truck Body by a fraction, the numerator of which is the remaining term of the warranty applicable to the defect, as of the date of notification of the defect to Kentucky, and the denominator of which is the full term of said warranty.

KENTUCKY SHALL NOT BE RESPONSIBLE OR OTHERWISE HELD LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM ANY CLAIM RELATED TO A TRUCK BODY AND DEFECTS COVERED BY THIS EXCLUSIVE LIMITED WARRANTY, INCLUDING, BUT NOT LIMITED TO, CARGO LOSS, LOSS OF USE, PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING DEATH) OR TOHER COMMERCIAL OR ECONOMICAL USE.

This Exclusive Limited Warranty provides the sole and exclusive warranty to the exclusion of all oral statements or other writings made by Kentucky or its agents. No other warranties or affirmations made outside this written warranty shall be effective. This Exclusive Limited Warranty is not transferable by the original purchaser.

Buyer shall contact Kentucky Trailer Post Office Box 17185, Louisville, Kentucky 40208, Telephone (888) 598-7245, for authorization for correction of all deficiencies covered by this warranty.