



NEW ENGLAND FIRE EQUIPMENT & APPARATUS CORPORATION

10 STILLMAN ROAD

NORTH HAVEN, CONNECTICUT 06473

TEL 203-234-5678 FAX 203-234-7398

Re: Warranties

All warranties will commence at time of delivery and acceptance to the end user. NEFEA requires a day of delivery form to be completed with all deliveries. The date on this form is the date **ALL** warranties will be begin.

1. Apparatus Body and Cab Warranty - 10 year structural warranty Nonprorated
2. Chassis Bumper to Bumper Warranty - 5 year bumper to bumper Nonprorated
3. Chassis Frame Warranty - 20 year frame warranty includes crossmembers Nonprorated
4. Transmission Warranty - 5 year warranty Nonprorated
5. Engine Warranty - The Cummins engine warranty is for 5 years from date of delivery to the end user nonprorated.
6. Electrical Warranty - 10 year nonprorated warranty
7. Fire Pump Warranty - 5 year nonprorated warranty includes parts and labor.
8. Water Tank Warranty - Lifetime nonprorated warranty
9. Corrosion Warranty - 10 year warranty nonprorated (this is part of our paint warranty)
10. Paint Warranty - 10 year warranty nonprorated
11. Graphics Warranty - 10 year warranty nonprorated (this is part of our paint warranty)
12. Aerial Device Warranty - 20 year warranty nonprorated.
13. Stabilization Structure Warranty - 20 year warranty nonprorated (this is part of the aerial structure warranty)
14. Fixed Waterway Warranty - 10 year warranty includes the seals and is nonprorated.



610 WEST 4TH ST. - P.O. BOX 4
SNYDER, NEBRASKA 68664

smeal.com
(402) 588-2224

WE BUILD RESPECT.

Ten (10) Years

Fire Truck PPG Paint Limited Warranty

What This Limited Warranty Covers

This warranty covers repair or replacement, at the sole option of Smeal Fire Apparatus (hereinafter Smeal), of the PPG paint on your new Smeal fire truck if a defect in materials or workmanship appears under normal use, where maintenance has been performed as stated in the owners manual, or during servicing of the vehicle operated in the United States and/or Canada within the limited warranty period. REPAIR OR REPLACEMENT OF PAINT IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.

How Long the Limited Warranty Lasts

The paint limited warranty is in effect for a period of **10 years** from the date of delivery of the completed new fire truck to the end user, regardless of subsequent ownership, or the **first 100,000 actual miles** (or 161,290 actual kilometers), whichever occurs first. If the date of delivery to the end user is more than 24 months beyond the chassis VDM and/or it has been driven 5,000 or more miles, this paint warranty will be deemed to have started on the chassis VDM (Vehicle Date of Manufacture.) This limited warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined.

Who is covered

This limited warranty covers the OWNER of a vehicle equipped with a **2011** model year new Smeal chassis except for the Furion model line which is covered by its own specific warranties.

How to Obtain the Limited Warranty

The original owner is responsible for submitting, or having the vehicle dealer submit, a "Smeal Chassis Warranty Registration" form to Smeal within 60 days of the purchase/in-service date. This form is located in the Smeal Chassis Owners Manual supplied with your new vehicle or may be completed online by going to the customer service tab at www.Smealchassis.com. THIS LIMITED WARRANTY IS NOT VALID IF THE SMEAL CHASSIS WARRANTY REGISTRATION FORM IS NOT SENT TO SMEAL WITHIN 60 DAYS AFTER THE DATE OF PURCHASE/IN-SERVICE BY THE FIRST OWNER.

How to Get Service

See Chassis and Cab General Limited Warranty

What This Warranty DOES NOT Cover

This warranty covers only repair or replacement of paint in which a defect in materials or workmanship appears. Smeal will not replace the fire truck or repurchase the fire truck from you. **Some examples of items NOT COVERED by this limited warranty include:**

- _ Any paint not applied by Smeal.
- _ Damage caused by fire, misuse, negligence, or accident.
- _ Damage from exposure to corrosive agents.
- _ Damage caused by theft, vandalism, riot or explosion.
- _ Damage caused by lightning, earthquake, windstorm, hail, flood, or use in an acidic environment.
- _ Any repairs, modifications, or alterations made without Smeal's authorization.

- _ Damage resulting from compromising the painted surface in any way, such as drilling holes.
- _ Damage from lack of maintenance and cleaning.
- _ Gold leaf, decals, or striping except that which is affected by repair.
- _ Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential or incidental loss that may result from a failure.
- _ UV Paint fade.

THIS WARRANTY MAY NOT BE VALID IF THE CHASSIS IS RESOLD BEFORE IT BECOMES A COMPONENT IN A COMPLETE VEHICLE.

THIS WARRANTY IS FURTHER LIMITED by the terms and conditions stated in the Fire Truck Chassis and Cab General Warranty in sections titled "Limitation on Damages", "Limitation on Implied Warranties", and "Legal Remedies". Please review these provisions carefully as they will further limit warranty.



Warranty
#BW-02-9001

SMEAL FIRE APPARATUS CO. Structural Body Integrity Warranty Ten (10) Year

1. Smeal Fire Apparatus Company ("Smeal") warrants that the body of each newly constructed apparatus which is manufactured by Smeal shall be free of structural or design failure or workmanship for a period of ten (10) years or 100,000 miles, beginning on the 30th day from the invoice date for the completed apparatus.

2. This warranty shall only cover tubular support, water tank cradle support, body/pump house mount structures, and other structural components as set forth in Smeal's body specifications.

3. Smeal reserves the right to thoroughly examine the apparatus or any parts thereof which are claimed to be defective and Smeal's obligation pursuant to this warranty shall be limited to the repair or replacement of the structural component or components which Smeal determines to have structurally failed due to defective manufacture, design, or workmanship. This repair or replacement shall be without charge to the original purchaser and Smeal shall have the sole right to elect whether the apparatus or items shall be repaired or replaced, which repairs shall be performed solely by Smeal at its principal place of business or at a repair facility selected by Smeal. This warranty covers only labor for repair or replacement which is reasonably necessary, as determined by Smeal, to make the repair or replacement deemed necessary by Smeal. Any labor, time or amounts which are in excess of those reasonably necessary or deemed to be excessive by Smeal are not covered under this warranty. All repairs must be expressly approved in writing by Smeal's Warranty department. The failure to obtain approval for repairs from Smeal or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

4. This warranty is nontransferable and terminates upon transfer of ownership or possession of the apparatus from the original purchaser to any other third party or entity.

5. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

a) The claimed failure must manifest itself during the warranty period.

b) The original purchaser must notify Smeal in writing of the claimed failure within thirty (30) days after the claimed failure manifests itself to the original purchaser.

c) The claimed defective apparatus or item must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed failures, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed failure is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.

6. This warranty is effective only under normal use and conditions.

In addition, this warranty does not cover:

a) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the structure or repairs, chemical deterioration, accidents, acts of God or operation beyond rated capacity; or

b) Any liability for direct or indirect damages or delays resulting from any failures, including but not limited to, special, incidental, or consequential damages, loss of use, and loss of profits; or

c) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation and for the risk of loss of or damage to the vehicle during such transportation.

d) Non-structural cracks or breakage; or

e) Metal deformities, including buckling or material bending, unless the same was caused by the structural failure of a structural component.

7. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the apparatus or item has been damaged in an accident or act of God or that the failure is attributable to any use by the original customer which is contrary to the intended use for which the product was manufactured or designed by Smeal.

8. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE AND ALSO INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THIS WARRANTY IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AND ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SMEAL NEITHER GIVES, ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

9. Smeal reserves the right to make changes in the design of and/or improvements on its products or to change specifications on material as it may deem desirable to any item without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the Smeal apparatus and its components manufactured by Smeal are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.



Fire Truck Cab Structure Limited Warranty

What This Limited Warranty Covers

This warranty covers repair or replacement, at the sole option of Spartan Chassis, Inc. (hereinafter Spartan), of any part of your new Spartan cab in which a defect in materials or workmanship appears under normal use, where maintenance has been performed as stated in the owners manual, or during servicing of the vehicle operated in the United States and/or Canada within the limited warranty period. The cab is defined as a modular structure, excluding all hardware, seats, mechanical items, electrical items, and paint finishes. **REPAIR OR REPLACEMENT OF CAB COMPONENTS IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.**

How Long the Limited Warranty Lasts

The cab original limited warranty is in effect for a period of **10 years** from the date of delivery of the completed new fire truck to the end user, regardless of subsequent ownership, or the **first 100,000 actual miles** (or 161,290 actual kilometers), whichever occurs first. If the date of delivery to the end user is more than 24 months beyond the chassis VDM and/or it has been driven 5,000 or more miles, the cab structure warranty will be deemed to have started on the chassis VDM (Vehicle Date of Manufacture.) This limited warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined.

Who is covered

This limited warranty covers the OWNER of a vehicle equipped with a **2011** model year new Spartan chassis except for the Furion model line which is covered by its own specific warranties.

How to Obtain the Limited Warranty

The original owner is responsible for submitting, or having the vehicle dealer submit, a "Spartan Chassis Warranty Registration" form to Spartan within 60 days of the delivery date. This form is located in the Spartan Chassis Owners Manual supplied with your new vehicle or may be completed online by going to the customer service tab at www.spartanchassis.com. **THIS LIMITED WARRANTY IS NOT VALID IF THE SPARTAN CHASSIS WARRANTY REGISTRATION FORM IS NOT SENT TO SPARTAN WITHIN 60 DAYS AFTER THE DATE OF PURCHASE/IN-SERVICE BY THE FIRST OWNER.**

How to Get Service

See Chassis and Cab General Limited Warranty

What This Warranty DOES NOT Cover

This warranty covers only repair or replacement of any part of a Spartan cab structure in which a defect in materials or workmanship appears. Spartan will not replace the fire truck or repurchase the fire truck from you. **Some examples of items NOT COVERED by this limited warranty include:**

- Normal maintenance.
- Damage caused by, but not limited to, failure to follow the required or recommended maintenance schedule, failure to ensure operating parameters are maintained, and failure to follow operating instructions.
- Additions or accessions not originally installed by Spartan, including ancillary equipment used in fire fighting, and any problems resulting from such additions or accessions.
- Installation of any "aftermarket" devices or modification of the cab by welding, cutting or splicing without Spartan's prior express written approval and any problems resulting from such installation or modification.
- Damage caused by, but not limited to, abuse or neglect (e.g. overloading, driving over curbs, or exposure to corrosive or flooded environments).
- Damage caused by, but not limited to, collision, fire, theft, vandalism, or acts of God.
- Incidental expenses such as, but not limited to, loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.
- Damage to a Spartan vehicle that is leased or rented to a second party.
- Cab components damaged as a result of corrosion, including, but not limited to salt and/or acidic exposure.

THIS WARRANTY MAY NOT BE VALID IF THE CHASSIS IS RESOLD BEFORE IT BECOMES A COMPONENT IN A COMPLETE VEHICLE.

THIS WARRANTY IS FURTHER LIMITED by the terms and conditions stated in the Fire Truck Chassis and Cab General Warranty in sections titled "Limitation on Damages", "Limitation on Implied Warranties", and "Legal Remedies". Please review these provisions carefully as they will further limit warranty.



Fire Truck Chassis & Cab 5-Yr/75,000 Mile Limited Warranty

What This Limited Warranty Covers

This limited warranty covers repair or replacement, at the sole option of Spartan Chassis, Inc. (hereinafter Spartan), of any part of your new Spartan chassis (hereinafter Covered Parts) in which a defect in materials or workmanship appears during normal use, maintenance or service within the limited warranty period, subject to the limitations and exclusions described below in "What This Limited Warranty Does Not Cover". REPAIR OR REPLACEMENT OF COVERED PARTS BY A SPARTAN AUTHORIZED SERVICE CENTER IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. SPARTAN WILL NOT REPLACE OR REPURCHASE THE FIRE TRUCK. The repair or replacement of a Covered Part does not extend the life of the limited warranty except where state or provincial law otherwise provides for an extension during the time that the Covered Part is being repaired or replaced under this limited warranty.

Covered Parts are limited to chassis systems and components such as the driveline, cooling system, hydraulic system, suspension, air system, and climate control system. The frame, cab structure, paint, and aerial equipment (when applicable) are each covered by specific warranty terms as defined in their individual warranties, included in this booklet. This limited warranty excludes certain components (e.g. the engine, transmission, tires, and batteries) and any parts or components added to the chassis by another party. In addition to this Spartan limited warranty, original component manufacturers may provide their own separate warranties. Purchasers should check each original component manufacturer's warranty regarding its coverage. **This limited warranty is valid only in the United States and Canada.**

Coverage under this warranty is not subject to proration or deductibles.

How Long the Limited Warranty Lasts

The original limited warranty is in effect for a period of **60 months or 75,000 miles** (or 120,968 kilometers), whichever occurs first, from the date of delivery of the completed new fire truck to the first end user. Certain engine emission components, installed by Spartan and not covered under the engine manufacturer warranty, have a warranty term of 5 years or 100,000 miles, whichever comes first. This limited warranty is not valid if the odometer is disconnected, or its reading has been altered, or actual mileage cannot be determined.

Who is Covered

This limited warranty covers the OWNER of a vehicle equipped with a **2015** model year new Spartan chassis, except for the Metro Star-RT model line which is covered by its own specific warranties. The limited warranty may be transferred to subsequent owners during the warranty period by submitting to Spartan a new Chassis Limited Warranty Registration form (see "How to Obtain the Limited Warranty" below). THIS LIMITED WARRANTY IS NULL AND VOID IF THE VEHICLE HAS BEEN LEASED OR RENTED FOR COMPENSATION TO ANOTHER INDIVIDUAL OR ENTITY. THIS LIMITED WARRANTY DOES NOT COVER A CHASSIS THAT HAS BEEN SOLD BY AN OWNER OTHER THAN SPARTAN BEFORE IT BECOMES A COMPONENT IN A COMPLETE VEHICLE.

What This Limited Warranty Does Not Cover

The exclusive remedy under this limited warranty or under any implied warranty that arises under state or provincial law is repair or replacement of any Covered Part in which a defect in materials or workmanship appears during normal use, maintenance or service within the warranty period, subject to the following exclusions:

LIMITATION ON IMPLIED WARRANTIES: *This limited warranty is in lieu of and in exclusion of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Any implied warranties that arise under applicable state or provincial law notwithstanding the foregoing, including any implied warranty of merchantability or fitness for a particular purpose, are limited in duration to the term of this limited warranty and are limited in scope of coverage to those portions of the chassis covered by this limited warranty.*

LIMITATION ON DAMAGES: *Spartan shall not be liable for incidental, consequential, direct, indirect or other damages (such as, but not limited to, lost wages, loss of use, diminution in value, lost profits, lost opportunities, alternative transportation, inconvenience, cost of lodging, or lost vehicle rental expenses) that result from breach of the written warranty or any implied warranty.*

ITEMS NOT COVERED BY THIS LIMITED WARRANTY INCLUDE:

- The engine and transmission; however, the engine and transmission are covered by **5-year** warranties issued to you from the engine and transmission manufacturers. We will gladly help you arrange for service under those separate warranties. (See "How to Get Service".)

- Normal maintenance such as lubrication, batteries, tires, filter and oil replacement, belts and hoses, brake lining and adjustment, door check strap adjustment, and vehicle alignments; normal wear parts including, but not limited to, electrical accessories, voltage regulator, flashers, windshield wipers, etc.
- Damage caused by improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedule, failure to maintain operating parameters (e.g. tire pressure, fluid and lubricant levels, chassis ride height and alignment) and failure to follow operating instructions.
- Additions or accessories not originally installed by Spartan, including ancillary equipment used in firefighting, and any problems resulting from such additions or accessories.
- Installation of any "aftermarket" devices or the modification of any existing system or component originally installed by Spartan without Spartan's prior express written approval and any problems resulting from such installation or modification.
- Damage caused by misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs).
- Damage that arises outside of normal use.
- Damage caused by collision, fire, theft, vandalism, weather, freezing, flooding, acts of God, or other casualties.
- Damage or defects with respect to Covered Parts in a vehicle that is leased or rented to another party for compensation.
- Chassis cab, frame, and structure if the frame is altered by welding, cutting or splicing, or improper drilling of rail flanges without Spartan's prior written approval.
- Cab and chassis systems and components damaged as a result of corrosion, including, but not limited to exposure to salt, acidic materials, or other damaging chemicals.
- Covered Parts that have been sold by an owner other than Spartan before the Covered Parts become a complete vehicle.
- Vehicles with 7,501 or more miles on the odometer or that are 24 months or more past the VDM on the date of delivery to the first end user are not considered "new" for purposes of this cab and chassis limited warranty, and may be covered exclusively by one of Spartan's demo/used fire truck chassis and cab limited warranty options. Check the odometer and VDM to determine whether the vehicle could be a demo/used vehicle by this definition and may be subject to a demo/used fire truck chassis and cab limited warranty instead of this Fire Truck Chassis and Cab 5-Year/75,000 Mile Limited Warranty. If you have questions or wish to inquire as to whether the vehicle is considered a demo/used model, contact Spartan at (800) 543-5008.

Third Party Representations

Spartan does not authorize any person to create for Spartan any other obligations or liability in connection with its chassis, and Spartan is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

How to Obtain the Limited Warranty

The original retail purchaser is responsible for submitting, or having the vehicle dealer submit, a Chassis Limited Warranty Registration form to Spartan within 30 days of the date of delivery. This form is located in the warranty section of the owner's manual CD supplied with your new vehicle or may be completed on-line by going to the Customer & Product Support tab at www.spartanchassis.com. THIS LIMITED WARRANTY IS NOT VALID IF THE CHASSIS LIMITED WARRANTY REGISTRATION FORM IS NOT SENT TO SPARTAN WITHIN 30 DAYS AFTER THE DATE OF DELIVERY TO THE FIRST END USER OR ANY SUBSEQUENT OWNER.

How to Get Service

To obtain warranty service for your Spartan chassis, call toll free Monday through Friday from 8:00 a.m. to 5:00 p.m. (Eastern Time) at 1-800-543-5008. Our customer service technicians can help answer questions regarding our products and services, provide information about warranty coverage and maintenance issues, help you arrange for service under other manufacturer warranties, and locate Spartan authorized service centers in your area. To find a current list of Spartan authorized service centers on-line, go to www.spartanchassis.com. ALL LIMITED WARRANTY WORK MUST BE AUTHORIZED BY SPARTAN BEFORE REPAIRS ARE MADE. When you call for service, please have the following information available so that we may expedite your service:

- Your Spartan VIN (Vehicle Identification Number)
- First end user's date of purchase
- The current actual mileage

NO WARRANTY CLAIM WILL BE PROCESSED OR PAID WITHOUT PROOF OF ACTUAL MILEAGE AND FIRST END USER'S DATE OF PURCHASE.

Arbitration Provision

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 the State of Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The determination of the arbitrator(s) 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.

How State or Provincial Law Applies

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. In addition, some states and/or provinces will not enforce one or more of the limitations in this document, so one or more of the limitations may not apply to you.



Cummins Warranty

All Electronic Diesel Engines
United States and Canada
Recreational Vehicle



Coverage

Products Warranted

This warranty applies to new electronic diesel Engines sold by Cummins Inc., hereafter “Cummins”, and delivered to the first user on or after August 1, 2005, that are used in recreational vehicle* applications in the United States** or Canada.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Coverage for the ISB AD Engine begins with the sale of the Engine by Cummins and ends three years or 75,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Emission Warranty

Additional Coverage is outlined in the Emission Warranty on the next page.

These warranties are made to all Owners in the chain of distribution, and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

During The Base Engine Warranty

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location when necessary to make the repair for the first year from the date of delivery of the Engine to the first user. In lieu of towing expenses, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage, and lodging, when the repair is performed at the site of the failure.

Owner Responsibilities

During The Base Engine Warranty

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure during the first year after the date of delivery of the Engine to the first user, Owner must also deliver the Engine to the repair facility. Locations in the United States and Canada are listed in the Cummins United States and Canada Sales and Service Directory.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for “downtime” expenses, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

On all Engines covered by this warranty, except the ISB AD, the Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first two years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil, fuel or catalytic reagent or by water, dirt or other contaminants in the fuel, oil or catalytic reagent.

This warranty does not apply to accessories which bear the name of another company. This category includes, but is not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Excessive oil consumption for B Series Engines are covered for the duration of the Coverage or 100,000 miles (160,935 km) or 7,000 hours after the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered after the first twelve months after the date of delivery of the Engine to the first user or the expiration of the applicable Base Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts, or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THESE WARRANTIES AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States* in vehicles designed for transporting persons or property on a street or highway. This warranty applies to Engines delivered to the first user on or after January 1, 1998.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. Federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil, fuel or

catalytic reagent or by water, dirt or other contaminants in the fuel, oil or catalytic reagent.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* A 'recreational vehicle' for this warranty is defined as a Motorhome which is a vehicular unit built on a self-propelled motor vehicle chassis, primarily designed or altered to provide temporary living quarters for recreational, travel or camping use. The living unit has been entirely constructed on a bare, specially-designed motor vehicle chassis.

** Includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico, and the U.S. Virgin Islands.



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Bulletin 3381340
Printed in U.S.A. Rev. 5/08
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Fire Truck Frame Limited Warranty

What This Limited Warranty Covers

This warranty covers repair or replacement, at the sole option of Spartan Chassis, Inc. (hereinafter Spartan), of any part of your new Spartan frame and frame members in which a defect in materials or workmanship appears under normal use, where maintenance has been performed as stated in the owners manual, or during servicing of the vehicle operated in the United States and/or Canada within the limited warranty period. Required frame maintenance includes annual inspections and the proper repair of any paint damage and/or surface corrosion. The frame includes only the frame rails and cross members (ladder assembly), and does not include support brackets and hardware, such as the fuel tank mounting and cab mounting. REPAIR OR REPLACEMENT OF FRAME COMPONENTS IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY.

How Long the Limited Warranty Lasts

The frame limited warranty is in effect for the **lifetime** of a new vehicle. For purposes of the lifetime frame warranty, a life time is 20 years from the date of original purchase/in-service date from the fire truck vehicle manufacturer or the period of time the fire truck is in continuous front line service with the original owner, whichever is shorter. If the date of delivery to the first end user is more than 24 months beyond the chassis VDM and/or it has been driven 5,000 or more miles, the lifetime frame warranty will be deemed to have started on the chassis VDM (Vehicle Date of Manufacture). This limited warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined.

Who is covered

This limited warranty covers the OWNER of a vehicle equipped with a **2011** model year new Spartan chassis except for the Furion model line which is covered by its own specific warranties.

How to Obtain the Limited Warranty

The original owner is responsible for submitting, or having the vehicle dealer submit, a "Spartan Chassis Warranty Registration" form to Spartan within 60 days of the purchase/in-service date. This form is located in the Spartan Chassis Owners Manual supplied with your new vehicle or may be completed online by going to the customer service tab at www.spartanchassis.com. THIS LIMITED WARRANTY IS NOT VALID IF THE SPARTAN CHASSIS WARRANTY REGISTRATION FORM IS NOT SENT TO SPARTAN WITHIN 60 DAYS AFTER THE DATE OF PURCHASE/IN-SERVICE BY THE FIRST OWNER.

How to Get Service

See Chassis and Cab General Limited Warranty

What This Warranty DOES NOT Cover

This warranty covers only repair or replacement of any part of a Spartan frame in which a defect in materials or workmanship appears. Spartan will not replace the fire truck or repurchase the fire truck from you. **Some examples of items NOT**

COVERED by this limited warranty include:

- Damage caused by, but not limited to, failure to follow the required or recommended maintenance schedule, failure to ensure operating parameters are maintained, and failure to follow operating instructions.
- Additions or accessions not originally installed by Spartan, including ancillary equipment used in fire fighting, and any problems resulting from such additions or accessions.
- Installation of any "aftermarket" devices or modification of the frame by welding, cutting or splicing, or improper drilling of rail flanges without Spartan's prior express written approval and any problems resulting from such installation or modification.
- Damage caused by, but not limited to, abuse or neglect (e.g. overloading, driving over curbs, or corrosive or flooded environments).
- Damage caused by, but not limited to, collision, fire, theft, vandalism, or acts of God.
- Incidental expenses such as, but not limited to, loss of use, inconvenience, loss of time, vehicle rental, lodging or travel costs, etc.
- Damage to a Spartan vehicle that is leased or rented to a second party.
- Chassis frame components damaged as a result of corrosion, including but not limited to salt and/or acidic exposure.

THIS WARRANTY MAY NOT BE VALID IF THE CHASSIS IS RESOLD BEFORE IT BECOMES A COMPONENT IN A COMPLETE VEHICLE.

THIS WARRANTY IS FURTHER LIMITED by the terms and conditions stated in the Fire Truck Chassis and Cab General Warranty in sections titled "Limitation on Damages", "Limitation on Implied Warranties", and "Legal Remedies". Please review these provisions carefully as they will further limit warranty.



Hale Products Inc. • A Unit of IDEX Corporation
700 Spring Mill Avenue • Conshohocken, PA. 19428
Phone: 610-825-6300 • Fax: 610-825-6440
www.haleproducts.com

Hale Products Inc. Limited Standard Warranty (Fire Service Applications Only)*

EXPRESS WARRANTY: Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service. Within this warranty period Hale will cover parts and labor for five (5) years.

LIMITATIONS: HALE'S obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with HALE'S Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence or accidental causes.
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service facility.
- Manufactured per design and specifications submitted by the original buyer.
- Used with an appropriate engine as determined by the engine manufacturers published data.
- Excluded are normal wear items identified as but not limited to packing, strainers, anodes, filters, light bulbs, intake screens, wear rings, mechanical seals, etc.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER'S DESIGN AND SPECIFICATIONS.

EXCLUSIVE REMEDIES: If Buyer promptly notifies HALE upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to HALE must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- HALE reserves the right to physically inspect the Product and require Buyer to return same to HALE'S plant or Authorized service Facility.
- In such event, Buyer must notify HALE for a Return Goods Authorization number and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, HALE shall, at its option, repair or replace the Product, or refund the purchase price (less allowance for depreciation).
- HALE's reimbursement covers only the standard labor and Hale components required for the removal, repair, and/or re-installation of HALE supplied Product.
- HALE's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-HALE supplied components.
- Absent proper notice within the Warranty Period, HALE shall have no further liability or obligation to Buyer therefor.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INJURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERCIAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.



** Portable and float pumps, non-fire service applications, skids and trailer products sold by Hale are not covered by this warranty document.*



610 WEST 4TH ST. - P.O. BOX 4
SNYDER, NEBRASKA 68664

smeal.com
(402) 588-2224

WE BUILD RESPECT.

Basic Limited Parts & Labor Warranty Smeal Fabricated Parts

Five (5) Years

1. Smeal Fire Apparatus Company ("Smeal") warrants to each original purchaser only that the Smeal apparatus is free of defects in material and workmanship for a period of Five (5) years, beginning on the 30th day from the invoice date for the completed apparatus.

2. Smeal's sole obligation under this warranty is limited to the repair or replacement, as determined by Smeal, without charge to the original purchaser, which repairs shall be performed solely by Smeal at its principal place of business or at a repair facility selected by Smeal. This warranty covers only portions of the Fire Apparatus that are manufactured by Smeal. This warranty covers only labor for repair or replacement which is reasonably necessary, as determined by Smeal, to make the repair or replacement deemed necessary by Smeal. Any labor, time, or amounts that are in excess of those reasonably necessary or deemed to be excessive by Smeal are not covered under this warranty. All repairs must be expressly approved in writing by the Smeal warranty department. The failure to obtain approval for repairs from Smeal or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

3. This warranty is nontransferable and terminates upon transfer of ownership, lease, or disposition of the apparatus from the original purchaser to any other person or entity.

4. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

- a) The claimed defect must manifest itself during the warranty period;
- b) The original purchaser must notify Smeal in writing of the claimed defect within thirty (30) days after the claimed defect manifests itself to the original purchaser; and
- c) The claimed defective item or items must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed defects, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed defect is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.
- d) Notwithstanding anything to the contrary herein, Smeal makes no warranty whatsoever as to (a) any integral parts, components, attachments or trade accessories of or to the vehicle that are not manufactured by Smeal, including but not limited to any and all components installed on and supplied by the chassis, such as but not necessarily limited to axles, chassis frame, engines, transmissions, alternators.
- e) Notwithstanding anything to the contrary herein, Smeal shall warrant, both replacement of defective part and associated labor, for (a) any integral parts, components, attachments or trade accessories of or to the vehicle that are manufactured and installed on the vehicle by Smeal that is a part of the fire package, apparatus body, or aerial, if applicable, for the warranty period described within this document. Any and all failed components and/or parts must be returned to Smeal as stated within this document.

5. This warranty is effective only under normal use and conditions.

In addition, this warranty does not cover:

- a) Any and all parts and/or components purchased by Smeal from a supplier/vendor and which are properly installed on or affixed to the apparatus by Smeal during the manufacturing of the apparatus.
- b) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the apparatus or repairs, chemical deterioration, accidents, or acts of God, or operation beyond rated capacity; or

c) Any liability for direct or indirect damages or delays resulting from any defects, including but not limited to, special, incidental or consequential damages, loss of use, and loss of profits; or

d) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation, and for the risk of loss of or damage to the vehicle during such transportation.

e) Ordinary maintenance services or adjustments; or

f) Replacement of any ordinary maintenance items, including but not limited to, filters, screens, lubricants, and light bulbs; or

g) Any item which is manufactured by any person or entity other than Smeal that is separately warranted in any manner by said person or entity.

6. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the apparatus or item has been damaged in an accident or an act of God, or that the defect is attributable to any use by the original customer of the product which is contrary to the intended use for which the product was manufactured or designed by Smeal. Also, any disturbance of a painted surface due to mounting of any type of equipment by anyone other than Smeal shall be cause for void of warranty.

7. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE AND ALSO INCLUDES, BUT NOT LIMITED TO, WARRANTIES IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AND ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SMEAL NEITHER GIVES, ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

8. PERFORMANCE OF REPAIRS OR REPLACEMENT OF PARTS UNDER THE TERMS SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AFFORDED TO THE BUYER AND NEITHER SMEAL NOR ANY OF ITS DISTRIBUTORS OR AGENTS SHALL BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE DEFECTIVE APPARATUS EQUIPMENT OR ITEM. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY SMEAL AND THE ORIGINAL PURCHASER.

9. Smeal reserves the right to make changes in design of and/or improvements on its products or to change specifications on materials as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the Smeal apparatus and its components manufactured by Smeal are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.

Any surety bond, if required, shall apply only to the basic one year warranty and not to any other extended warranty or warranties made by Smeal or any of Smeal's suppliers.

Option ID: W02500

Warranty assigned to:

Shop Order Number:



Warranty
#BW-04-9010

SMEAL FIRE APPARATUS CO.
Stainless Steel Plumbing/Piping Limited Warranty
Ten (10) Year

1. Smeal Fire Apparatus Company ("Smeal") warrants to each original purchaser only that the Stainless Steel plumbing piping shall be free from corrosion (perforation) is defined as an actual hole through the piping material caused by corrosion) for a period of ten (10) years, beginning on the 30th day from the invoice date for the completed apparatus. This warranty shall apply only to the piping for the discharges and intakes plumbed to the truck's main water pump and shall not include the pump or any of its accessories.

2. Smeal's sole obligation under this warranty is limited to the repair or replacement, as determined by Smeal, without charge to the original purchaser, which repairs shall be performed solely by Smeal at its principal place of business or at a repair facility selected by Smeal. This warranty covers only labor for repair or replacement which is reasonably necessary, as determined by Smeal, to make the repair or replacement deemed necessary by Smeal. Any labor, time, or amounts that are in excess of those reasonably necessary or deemed to be excessive by Smeal are not covered under this warranty. All repairs must be expressly approved in writing by Smeal's warranty department. The failure to obtain approval for repairs from Smeal or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

3. This warranty is nontransferable and terminates upon transfer of ownership, lease, or disposition of the apparatus from the original purchaser to any other person or entity.

4. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

- a) The claimed defect must manifest itself during the warranty period;
- b) The original purchaser must notify Smeal in writing of the claimed defect within thirty (30) days after the claimed defect manifests itself to the original purchaser; and
- c) The claimed defective item or items must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed defects, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed defect is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.

5. This warranty is effective only under normal use and conditions. In addition, this warranty does not cover:

- a) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the apparatus or repairs, chemical deterioration, accidents, or acts of God, or operation beyond rated capacity; or
- b) Any liability for direct or indirect damages or delays resulting from any defects, including but not limited to, special, incidental or consequential damages, loss of use, and loss of profits; or
- c) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation and for the risk of loss of or damage to the vehicle during such transportation.

- d) Ordinary maintenance services or adjustments; or

6. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded beyond specified compartment weight limits, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the apparatus or item has been damaged in an accident or by an act of God, or that the defect is attributable to any use by the original customer of the product which is contrary to the intended use for which the product was manufactured or designed by Smeal. Also, any disturbance of a painted surface due to mounting of any type of equipment by anyone other than Smeal Fire Apparatus.

7. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE AND ALSO INCLUDES, BUT NOT LIMITED TO, WARRANTIES IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AND ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SMEAL NEITHER GIVES, ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

8. PERFORMANCE OF REPAIRS OR REPLACEMENT OF PARTS UNDER THE TERMS SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AFFORDED TO THE BUYER AND NEITHER SMEAL NOR ANY OF ITS DISTRIBUTORS OR AGENTS SHALL BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE DEFECTIVE APPARATUS EQUIPMENT OR ITEM. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY SMEAL AND THE ORIGINAL PURCHASER.

9. Smeal reserves the right to make changes in design of and/or improvements on its products or to change specifications on materials as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products.



Warranty
#BW-07-9010

SMEAL FIRE APPARATUS CO.
Aerial Device Structural Integrity Warranty
Twenty (20) Year

1. Smeal Fire Apparatus Company ("Smeal") warrants that the aerial device; which is manufactured by Smeal, shall be free of structural or design failure or workmanship for a period of twenty (20) years or 100,000 miles, beginning on the 30th day from the invoice date for the completed apparatus.

2. This warranty shall only cover structural components identified in the Smeal specifications of its aerial device, including the torque box, stabilizers, turntable, and aerial sections.

3. Smeal reserves the right to thoroughly examine the apparatus or any parts thereof which are claimed to be defective and Smeal's obligation pursuant to this warranty shall be limited to the repair or replacement of the structural component or components which Smeal determines to have structurally failed due to defective manufacture, design, or workmanship. This repair or replacement shall be without charge to the original purchaser and Smeal shall have the sole right to elect whether the vehicle or items shall be repaired or replaced, which repairs shall be performed solely by Smeal at its principal place of business or at a repair facility selected by Smeal. This warranty covers only labor for repair or replacement which is reasonably necessary, as determined by Smeal, to make the repair or replacement deemed necessary by Smeal. Any labor, time, or amounts which are in excess of those reasonably necessary or deemed to be excessive by Smeal are not covered under this warranty. All repairs must be expressly approved in writing by Smeal's warranty department. The failure to obtain approval for repairs from Smeal, or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

4. This warranty is nontransferable and terminates upon transfer of ownership or possession of the apparatus from the original purchaser to any other third party or entity.

5. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

- a) The original purchaser must provide documentation to the satisfaction of Smeal that the aerial device has been visually inspected and non-destructively tested on a five (5) year basis by an independent testing agency approved by Smeal, pursuant to the criteria of NFPA 1914 in effect at the time of sale to original purchaser. In addition, all testing results or reports must be provided to Smeal's Customer Service department within thirty (30) days of inspection or testing, otherwise this warranty shall be deemed null and void.
- b) The claimed failure must manifest itself during the warranty period;
- c) The original purchaser must notify Smeal in writing of the claimed failure within thirty (30) days after the claimed failure manifests itself to the original purchaser;
- d) The claimed defective apparatus or item must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed failures, including the apparatus and any part thereof, prior to conducting or approving any repair or replacement to determine whether the claimed failure is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.

6. This warranty is effective only under normal use and conditions.

In addition, this warranty does not cover:

- a) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the structure or repairs, chemical deterioration, accidents, acts of God, or operation beyond rated capacity; or
- b) Any liability for direct or indirect damages of delays resulting from an failures, including, but not limited to, special, incidental, or consequential damages, loss of use, and loss of profits; or
- c) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation and for the risk of loss of or damage to the vehicle during such transportation.

- d) Non-structural cracks or breakage; or
- e) Metal deformities, including buckling or material bending, unless the same was caused by the structural failure of a structural component.

7. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the vehicle or item has been damaged in an accident or act of God, or that the failure is attributable to any use by the original customer which is contrary to the intended use for which the product was manufactured or designed by Smeal.

8. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE AND ALSO INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THIS WARRANTY IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AN ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SMEAL NEITHER GIVES, ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

9. Smeal reserves the right to make changes in the design of and/or improvements on its products or to change specifications on material as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the Smeal apparatus and its components manufactured by Smeal are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.

NEW PRODUCT WARRANTY



PARTICIPATING OEM SALES DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

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

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

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



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.

POLY-TANK® & POLYSIDE® are registered trademarks of UPF, Inc. INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™ are trademarks of UPF, Inc. © 08/01/09 UPF, Inc. Printed in the USA

CONDITIONAL 5-YEAR WARRANTY POLICY

WATEROUS warrants, to the original Buyer only, that products and parts manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date the product is first placed in service, or five and one-half (5-1/2) years from the date of shipment by Waterous, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

- (a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;*
- (b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;*
- (c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent; and*
- (d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation.*
- (e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).*

This warranty is subject to WATEROUS' Conditions of Sale (Waterous Company form number F-2190) as currently in effect all of which are herein incorporated and by this reference made a part hereof.

All other warranties are excluded, whether express or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for purpose. WATEROUS shall not be liable for consequential or incidental damages directly or indirectly arising or resulting from the breach of any of the terms of this limited warranty or from the sale, handling, or used of any WATEROUS product or part. WATEROUS' liability hereunder, either for breach of warranty or for negligence, is expressly limited at WATEROUS' option:

- (A) to the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or*
- (B) to the repair of such product or part, or*
- (C) to the refund or crediting to buyer of the net sales price of the defective product or part.*

Buyer's remedies contained herein are exclusive of any other remedy otherwise available to Buyer.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS

Fire Pumps – Since 1886

F-2113



Warranty
#BW-08-9010

SMEAL FIRE APPARATUS CO.

Waterway and Waterway Seal Limited Warranty

Ten (10) Year

1. Smeal Fire Apparatus Co. warrants to each original purchaser that the waterway, including the waterway seals, are free of defects in design and workmanship for a period of ten (10) years, starting thirty (30) days after the original invoice date. All or any parts, resulting from faulty material or workmanship, shall be replaced at no charge to the purchaser for a period of ten (10) years. This warranty shall consist of parts replacement only. Labor costs and shipping costs shall be the responsibility of the original purchaser.

Backflush of the waterway after each use and the standard ten hour interval service is required to validate this warranty.

2. Smeal Fire Apparatus Co. reserves the right to make changes in the design of and/or improvements on its products, or to change specifications and materials as it may deem desirable at any time without imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the waterway and waterway seals from above the water swivel to the connection at the monitor and components manufactured by Smeal Fire Apparatus Co. are bound by this warranty.

3. Smeal reserves the right to thoroughly examine the apparatus or any parts thereof which are claimed to be defective and Smeal's obligation pursuant to this warranty shall be limited to the repair or replacement of the structural component or components which Smeal determines to have structurally failed due to defective manufacture, design, or workmanship. All repairs must be expressly approved in writing by Smeal's warranty department. The failure to obtain approval for repairs from Smeal, or to have the apparatus or item repaired or replaced at Smeal or a place designated by Smeal shall void this warranty. Any repair or replacement performed by Smeal pursuant to this warranty shall be warranted under this warranty only for the duration of the original warranty.

4. This warranty is nontransferable and terminates upon transfer of ownership or possession of the apparatus from the original purchaser to any other third party or entity.

5. Smeal's obligation to render any performance under this warranty is subject to the following conditions:

- a) The original purchaser must provide documentation to the satisfaction of Smeal that the aerial waterway has been backflushed after each use and the 10 hour maintenance has been performed on the aerial device.
- b) The claimed failure must manifest itself during the warranty period;
- c) The original purchaser must notify Smeal in writing of the claimed failure within thirty (30) days after the claimed failure manifests itself to the original purchaser;
- d) The claimed defective apparatus or item must be returned to Smeal or Smeal's designee immediately after notification of Smeal with transportation charges prepaid, unless otherwise directed by Smeal. Smeal shall have the unconditional right to thoroughly examine the claimed failures, including the apparatus and any part thereof, prior to conducting, or approving any repair or replacement to determine whether the claimed failure is covered by this warranty. The failure of Smeal to conduct any such examination shall not be deemed to be a waiver of its right to deny warranty coverage.

6. This warranty is effective only under normal use and conditions. In addition, this warranty does not cover:

- a) Damage or corrosion due to improper use, improper maintenance, unauthorized alterations to the structure or repairs, chemical deterioration, accidents, acts of God, or operation beyond rated capacity; or
- b) Any liability for direct or indirect damages of delays resulting from an failures, including, but not limited to, special, incidental, or consequential damages, loss of use, and loss of profits; or
- c) The cost of transporting original purchaser's apparatus or item to or from any repair facility.

At the request of Smeal, any allegedly defective vehicle shall be returned to Smeal by the purchaser for examination and/or repair. The purchaser shall be responsible for the cost of transportation, and for the risk of loss of or damage to the vehicle during such transportation.

- d) Ordinary maintenance services or adjustments; or
- e) Metal deformities, including buckling or material bending, unless the same was caused by the structural failure of a structural component.

7. This warranty is absolutely void if Smeal determines that the apparatus or any item has been misused, neglected, altered, overloaded, loaded beyond specified compartment weight limits, loaded to a state of excessive imbalance, or damaged. In addition this warranty is void if Smeal determines that the original purchaser has misrepresented or concealed any material fact in connection with this warranty claim or that the vehicle or item has been damaged in an accident or act of God, or that the failure is attributable to any use by the original customer which is contrary to the intended use for which the product was manufactured or designed by Smeal.

8. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE FOR A PARTICULAR PURPOSE AND ALSO INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THIS WARRANTY IS FURTHER IN LIEU OF ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER AN ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SMEAL NEITHER GIVES, ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO GIVE OR ASSUME ANY OTHER WARRANTY, OBLIGATION, OR LIABILITY ON SMEAL'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY SMEAL.

9. PERFORMANCE OF REPAIRS OR REPLACEMENT OR PARTS UNDER THE TERMS SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES AFFORDED TO THE BUYER AND NEITHER SMEAL NOR ANY OF ITS DISTRIBUTORS OR AGENTS SHALL BE LIABLE FOR ANY BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE DEFECTIVE APPARATUS, EQUIPMENT, OR ITEM. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY SMEAL AND THE ORIGINAL PURCHASER.

10. Smeal reserves the right to make changes in the design of and/or improvements on its products or to change specifications on material as it may deem desirable at any time without imposing any obligations on itself to make corresponding changes or improvements in or on its products theretofore manufactured. Only the Smeal apparatus and its components manufactured by Smeal are bound by this warranty. Components of other manufacturers are covered only by such warranties set forth by the component manufacturer.

Weldon VMux Electrical Warranty Information

Akron Brass

WARRANTY AND DISCLAIMER: We warrant Akron Brass products for a period of ten (10) years* after purchase against defects in materials or workmanship. Akron Brass will repair or replace product which fails to satisfy this warranty. Repair or replacement shall be at the discretion of Akron Brass. Products must be promptly returned to Akron Brass for warranty service. We will not be responsible for: wear and tear; any improper installation, use, maintenance or storage; negligence of the owner or user; repair or modification after delivery; damage; 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.

Weldon, a division of Akron Brass:

The Supplier warrants that for a minimum period of twenty-four (24) months from the date of manufacture, goods sold hereunder will be free from defects in materials and workmanship. Supplier produces multiple goods, some having warranty periods beyond twenty-four (24) months; please call the Customer Service Department to obtain the exact warranty length for specific goods. All warranty periods commence from the date the goods were manufactured. The sole and exclusive remedy of the Buyer for a breach of the Supplier's warranty hereunder shall be the repair or replacement, at the Supplier's option, of any defective or non-conforming goods. This warranty shall apply only where the Buyer has returned the goods under a RGA, shipping costs prepaid by the Buyer, along with a detailed written notice of the alleged defects or deficiencies within ninety (90) days after such defect or nonconformity is discovered. This warranty does not extend to any goods that are considered by Supplier to be consumable or wear goods, or to goods that have been subjected to abuse, misuse, neglect or accident, or to any goods that has been repaired or altered by other than the Supplier. THE WARRANTY SET FORTH IN THIS PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. THE SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO THE BUYER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, IRRESPECTIVE OF WHETHER THE ALLEGED BASIS FOR LIABILITY IS FOUNDED ON WARRANTY, CONTRACT, TORT, STATUTE, REGULATION, EQUITABLE CONSIDERATION OR ANY OTHER THEORY