

WARRANTY

CIMC VEHICLES will fully guarantee the due performance of **CIMC VEHICLES** factories for warranties of the container chassis supplied. Additionally, **CIMC VEHICLES** will use the benefit of insurance policies of CIMC Group to cover associated product liabilities.

It is noted that **CIMC VEHICLES** will ultimately be liable under normal working conditions for any quality problems resulting from the design, manufacture and any improper selection of materials. The manufacturer will not accept any liability for damages due to improper operation, inadequate maintenance and servicing, incidents occurred in braking and shunting as well as infringement of ground facilities into the container chassis outline.

It is to be noted that **CIMC TRANSPORTATION EQUIPMENT INC. (in short CIMC US)** will be the warranty claims contact for all warranty claims and responsible for the warranty management in US. Thus any warranty claim in US by **Buyer** would be reported to **CIMC US** and serviced by **CIMC US** locally under the support of **CIMC VEHICLES**.

The responsibility for ultimate payment for such claims against **CIMC VEHICLES** would be rest with **CIMC VEHICLES**.

CIMC VEHICLES will warrant that:

The Chassis produced by **CIMC VEHICLES** factories in accordance with the contract will serve the intended purpose, correspond to the Specification, and that the Chassis is of first class merchandisable quality and without any defects as to design, material or workmanship.

Warranty Term

a. Seller hereby provides Buyer the following warranty with respect to the Vehicle:

This warranty is in lieu of all other warranties, express or implied, including any implied warranty of merchantability of fitness for a particular purpose.

Seller warrants to Buyer that the Vehicle purchased hereunder

- (i) Complies with applicable DOT regulations, and
 - (ii) Will be free from defects in material and workmanship for a period of one year. In addition, chassis frame, separately as individual component, warranty offered by Seller will remain five years. Component warranties offered by vendors that exceed one year are to be provided by Buyer. A list of these components along with warranty period, are to be provided to Buyer at the time of the signing and return of this contract. Seller shall not, under any circumstances, be liable to Buyer or any third-party, for consequential, incidental, special or exemplary damages arising out of or relating to the transaction contemplated under this Agreement, whether in an action based on contract, tort (including negligence or strict
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liability) or any other legal theory, including, but not limited to, loss of anticipated profits, or benefits of use or loss of business, even if Seller is apprised of the likelihood of such damages occurring. All obligations of Seller hereunder shall be subject to Buyer's compliance with its obligations under this Agreement and to Buyer's notifying Seller in writing without delay of any defect discovered, which notice shall state the Vehicle's serial identification number.

b. This warranty shall not apply if any deficiency or damage has the following cause:

(i) ordinary wear and tear or external influences such as improper handling, use, care or storage or use of force;

(ii) if modifications, additions to or attachment of new equipment, parts or components to the Vehicle have been made by a party other than Seller or its approved agent;

(iii) if Buyer does not comply with Seller's or the manufacturer's manuals or instructions for operation and maintenance of the Vehicle; or

(iv) if the Vehicle is used for a purpose other than highway transportation beyond its designed carrying shipping containers.

c. If Seller acknowledges a defect covered by this warranty, the following stipulations apply:

(i) Any defective parts of the Vehicle will, at the option of Seller, be repaired (i.e., the defects will be corrected) at the expense of Seller at a facility named by Seller, or they will be replaced.

(ii) If Seller determines that it would be unreasonable to have a defect corrected by a Seller-authorized facility, proper repairs may, subject to Seller's prior written approval, be carried out by Buyer or a third party approved by Seller. Under such circumstances, Seller shall reimburse such cost as would have been incurred in the case of a correction of the respective defect by Seller's approved facility; and

d. Seller's warranty work will be performed during normal business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m.) unless otherwise agreed, subject to negotiation. Warranty work outside normal business hours, on weekends or holidays, may be performed at Buyer's request and subject to Buyer's bearing the additional expense associated therewith.

e. If Seller determines a Vehicle problem is not covered by warranty, Buyer shall without delay, take back the Vehicle or parts previously forwarded, bearing all costs associated with transportation or shipment in both directions, including any incidental costs necessarily incurred in investigating the subject complaint.

f. If a correction of defects would be feasible but entail disproportionately high cost, Buyer shall, in lieu of such correction, accept an appropriate reduction in price if the customer can reasonably use the Vehicle without correction of the defect.

g. The provisions of this Section have been specifically negotiated in lieu of a higher sale

price.

WARRANTY LIST

<i>Category</i>	<i>Nature of Defect</i>	<i>Supplier</i>	<i>Warranty period</i>
Frame	No breakage of main beam, gooseneck beam. No permanent deformation of pick up plate. No obvious cracks on bolsters, cross members. No insufficient strength of rear bumper.	SCVC	5 years
Paint (KTL+ power coating)	No significant peeling off or intermingled rust in paint. No significant paint shedding due to rust removing and/or quality of paint. No premature corrosion.	PPG	7 years
Decals	Refer to OEM supplier warranty policy	Oceanshine/ New century	7 years
King pin	Refer to OEM supplier warranty policy	SAF-Holland	5 years
		Jost	7 years
Axles	Refer to OEM supplier warranty policy	SAF-Holland	Beam: 5 years Parts & 1 year Labor Wheel End Parts: 1 year Parts & Labor
Suspension	Refer to OEM supplier warranty policy	SAF-Holland	5 years
Leaf Springs	Refer to OEM supplier warranty policy	Standens	1 year
Landing gear set	Refer to OEM supplier warranty policy	SAF-Holland	5 years
		Jost	5 years
Locking devices	Refer to OEM supplier warranty policy	Buffers	1 year
		TOCA	5 years
Electrical harness	Refer to OEM supplier warranty policy	Phillips	10 years
LED lights	Refer to OEM supplier warranty policy	Truck-lite LED	Limited Lifetime
Registration holder	Refer to OEM supplier warranty policy	Phillips	1 year
Air line	Refer to OEM supplier warranty policy	Tramec/Sloan	1 year
Air hoses	Refer to OEM supplier warranty policy	Tramec/Sloan	1 year
Air brass connectors	Refer to OEM supplier warranty policy	Tramec/Sloan	1 year
Glad hands	Refer to OEM supplier warranty policy	Phillips	1 year
ABS ECU valve	Refer to OEM supplier warranty policy	WABCO	3 years
		Haldex	3 years
Air Tank	Refer to OEM supplier warranty policy	Evolution	1 year
Pull drain valves	Refer to OEM supplier warranty policy	Tramec	1 year
Spring brake chambers	Refer to OEM supplier warranty policy	Haldex	4 year
Auto slack adjusters	Refer to OEM supplier warranty policy	Haldex	6 years
Rim	Refer to OEM supplier warranty policy	Jingu	5 years
		Sunrise	5 years