

WARRANTY POLICY & LIMITATION OF MANUFACTURER'S LIABILITY

A) ROLAND CURTAINS INC. (Manufacturer) hereby warrants to the first purchaser thereof, for a period of five (5) years after delivery, all new trailers, van bodies, equipment, curtains, curtain graphics and other goods manufactured by it to be free of defects in workmanship and material when properly maintained and used in normal service. "Normal service" means usage in the manner and for the purpose for which such goods are generally purchased and utilized and, with respect to cargo carrying vehicles, also means (unless different capabilities are plainly stated on the face hereof) the loading, unloading carriage of uniformly distributed legal loads of non-corrosive cargo, properly secured, in a manner which does not subject the vehicles to strains or impacts greater than normally imposed by lawful use on well maintained public roads, with gross vehicle weights which do not exceed the gross vehicle weight rating (GVWR) specified on the vehicle identification plate affixed to the vehicle by the original manufacturer prior to delivery. The foregoing warranty is made solely to the first purchaser or from Manufacturer or from an authorized dealer or distributor of the Manufacturer of and is expressly in lieu of all other warranties expressed or implied by law or otherwise.

B) No warranty of merchantability or fitness for purpose is made by Manufacturer.

C) Manufacturer has made no affirmation of fact or promise relating to the goods being sold and any description of the goods contained in this agreement is for the sole purpose of identifying the goods, and no description of the goods has been made part of the basis of the bargain or has created an express warranty that the goods would conform to any description made by seller.

D) Manufacturer makes no warranty whatsoever as to:

1) Parts, components, accessories or other goods manufactured by others, including by way of example but not limitation, tires, and axles, that are installed on the finished product. Manufacturer will assign to customer any warranties extended to Manufacturer by the makers or suppliers of such goods;

2) Used goods delivered regardless of Manufacturer. All of which are delivered "AS-IS."

3) Any goods which after delivery hereunder have been repaired or altered by anyone other than Manufacturer or one of its authorized service representatives, unless, in Manufacturer's reasonable opinion, such repairs are in no way responsible for the condition of, or;

4) Goods that are not defective but may wear out and have to be replaced during

the warranty period, including for example, but without limitation thereto, rollers, curtain rail and lower straps, curtain handles, light bulbs, paint, brake drums, brake shoes, suspension bushings and the like.

E) “Kits” will be warranted per above except for the installation thereof, the material and workmanship used in the installation of the “Kit” is excluded from the warranty and will rest solely with the installation facility. Kits do not include sub-assemblies, which are covered under Manufacturer’s Parts Warranty.

F) Manufacturer and customer agree that Manufacturer shall have no liability for any cargo loss, loss of use or any other incidental or consequential damages arising out of this order or which are alleged to have been caused by any of the goods delivered hereunder.

In addition, Manufacturer shall have no liability for any labor charge, cost, wage, lost productivity or the like incurred by customer regardless of whether they may directly relate to a warranty claim or are incidental or consequential thereto.

G) Customer and Manufacturer further agree that customer’s sole remedy for any defects in new goods delivered hereunder, whether customer’s claim arises under the warranty set forth above or otherwise, shall be limited to the repair or replacement at Manufacturer’s option, within five (5) years after delivery of such good to the first purchaser of any defective goods of which notice of the defect is given by customer to Manufacturer immediately after such defect is or ought to have been discovered, and which goods are returned to Manufacturer within ten (10) days after Manufacturer requests their return for inspection and/or replacement.