

CIMC REEFER TRAILER

5 YEAR WARRANTY

Qingdao CIMC Reefer Trailer Company (hereinafter referred to as QCTC—Manufacturer) hereby warrants to the first Purchaser only (hereinafter referred to as “Purchaser”), the described new reefer trailer manufactured by it to be free from defects in materials and workmanship for a period of five years, when properly maintained, and under normal use and service, which means the loading, unloading and transportation of uniformly distributed legal loads of non-corrosive cargo, adequately restrained and secured, in a manner that does not subject the reefer trailer to strains or impacts greater than those normally imposed during lawful use on well-maintained public roads. Total weight of reefer trailer and cargo must not exceed the gross vehicle weight rating (GVWR) set forth on the vehicle identification plate affixed to the reefer trailer by Manufacturer at the factory, and the loading of each axle must not exceed the gross axle weight rating (GAWR) listed on the same plate.

Manufacturer’s sole obligation under this warranty shall be limited to the repair or replacement, at its option, any part or component of the reefer trailer that was furnished and installed by Manufacturer and that proves defective in material and/or workmanship during the first sixty (60) months following the date of delivery. Such repair or replacement will be performed by Manufacturer or, with Manufacturer’s prior express authorization, at a repair facility designated or approved by Manufacturer. Manufacturer assumes no responsibility to reimburse Purchaser or pay for repairs made without Manufacturer’s prior express authorization or at repair facilities not designated or approved by Manufacturer. In addition, transportation expenses to the repair place are to be borne by the Purchaser.

As a pre-condition to Manufacturer’s obligation under this limited warranty, Purchaser must notify Manufacturer of any product defect promptly upon discovery, and return reefer trailer to Manufacturer or, at Manufacturer’s direction, to a repair facility designated by Manufacturer, within ten (10) days after Manufacturer requests its return for inspection and/or repair or replacement.

WAIVERS AND DISCLAIMERS

THE WARRANTY HEREIN IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. NO IMPLIED WARRANTY OF

MERCHANTABILITY IS MADE AND THERE ARE NO WARRANTIES WHICH EXTEND TO USE OF THE REEFER TRAILER FOR PURPOSES BEYOND THE NORMAL USE AND SERVICE AS DIFINED HEREOF.

The warranty herein does not apply to, and Manufacturer makes no warranties, whether written or oral, expressed or implied, with respect to:

- 1. Tires, refrigeration, lift gate and other components as to which a separate supplier's warranty applies.**
- 2. Parts, accessories, or other goods made by other manufacturers which are installed on the reefer trailer in accordance with Purchaser's specifications or requirements. QCTC will assign to Purchaser any warranties extended to it by the makers or suppliers of such goods.**
- 3. Used goods delivered hereunder, regardless of their manufacturer, all of which are delivered "AS IS".**
- 4. Components of any reefer trailer which, after delivery to the Purchaser, were repaired or altered by anyone other than Manufacturer or one of its authorized service representatives, unless, in Manufacturer's reasonable opinion, such repairs or alterations are in no way responsible for the condition complained of.**
- 5. Parts, accessories or components supplied by Manufacturer which, due to ordinary wear and tear, need replacement during the warranty period, including, for instance, but without limitation thereto, light bulbs, electrical receptacle, brakes linings, brake drums, and equalizer, return springs, torque rod and camshaft bushings, camshafts, slack adjusters, brake cylinder diaphragms, springs, slider pads, wheel bearings, oil and oil seals, rim clamps and studs, gaskets and sealers, all types of interior lining, floors, bent frames, parts, and components, and so on..**
- 6. Normal deterioration of sheet metal, aluminum, paint and coatings, trim and appearance items resulting from use and exposure to the elements.**

LIMITATIONS ON MANUFACTURER'S LIABILITY

PURCHASER AND MANUFACTURE AGREE THAT PURCHASER'S SOLE REMEDY FOR ANY DEFECTS IN THE NEW REEFER TRAILER, OR ANY COMPONENT OR PART THEREOF, SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT AT THE MANUFACTURER'S SOLE OPTION WHTHIN FIVE (5) YEARS AFTER DELIVERY OF SUCH GOODS TO THE FIRST PURCHASER.

MANUFACTURE AND PURCHASER FURTHER AGREE THAT MANUFACTURER SHALL HAVE NO LIABILITY FOR ANY CARGO LOSS, LOSS OF USE, LOST PROFITS, STORAGE, TOWING OR OTHER TRANSPORTATION COSTS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS ORDER WHICH ARE ALLEGED TO HAVE BEEN CAUSED BY ANY OF THE GOODS DELIVERED HEREUNDER