



AERIAL DEVICE TWENTY YEAR STRUCTURAL INTEGRITY LIMITED WARRANTY

Pubs. #52019
Sales #95-805
Effective
R 8/21/98

EMERGENCY ONE, INC., (the Company) warrants each new aerial device manufactured by E-One to be free of structural failures caused by defective design or workmanship for a warranty period of twenty years after the date on which the vehicle is first delivered to the original purchaser.

This warranty is limited to structural components; torque box, outrigger structure, turntable, aerial sections and platform (if applicable). This warranty applies only if the original purchaser provides to E-ONE dated test results showing that the aerial device (1) has been, at least annually, visually inspected, operationally tested, and load tested in accordance with the latest revision of NFPA 1914 and (2) has been nondestructive tested by an E-One approved third party testing agency in accordance with the latest revision of NFPA 1914. Dated test results must be submitted with claim or this warranty is void.

E-ONE's obligation under this warranty is limited to repairing or replacing, as E-ONE may elect, without charge to the original purchaser, the structural component or components which E-ONE, after examination, finds, to E-ONE's satisfaction, to have structurally failed due to defective design or workmanship.

E-ONE's obligation under this warranty is subject to the conditions precedent (1) that the claimed failure shall have first appeared during the warranty period; (2) that the original purchaser shall have notified E-ONE in writing of the claimed failure within thirty (30) days after the claimed failure shall have first appeared, and (3) that, unless E-ONE directs otherwise, the claimed failed item or items shall have been returned to E-ONE, or to E-ONE's designee, promptly after the notification, with transportation charges prepaid. E-ONE reserves the right to thoroughly examine the vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed failure is covered by this warranty.

In advance of the original purchaser effecting repair or replacement of a structural component or components found by E-ONE to have structurally failed due to defective design or workmanship, approval for the repair or replacement must be obtained from E-ONE's Customer Service Department. Repair or replacement must be made by a facility approved in advance by E-ONE. Failure to obtain either or both of the advance approvals voids this warranty. Coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by E-ONE, to make the repair or replacement. Labor time or amounts deemed excessive by E-ONE are not covered by this warranty.

Any repair or replacement effected by E-ONE under this warranty is itself warranted under this warranty for the duration of the warranty period. This is subject however, to the provisions of this warranty as are applicable to the structural component or components repaired or replaced by E-ONE.

This warranty terminates upon transfer of possession or ownership of the vehicle from the original purchaser.

This warranty does not apply to or cover: (1) mechanical components and wear items (includes hydraulic components and fittings); (2) normal maintenance service or adjustments; (3) electrical components; (4) any item that has been repaired, replaced or altered by a facility not approved in advance by E-ONE's Customer Service Department, or in a manner which, in E-ONE's judgment, may adversely affect the operation or longevity of the vehicle or item; (5) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or loss of profits; (6) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (7) time required to unload or reload the vehicle or item; (8) material bending, buckling or other material deformation unless caused by a structural failure of a structural component, as identified in E-ONE's specifications, of the aerial device due to the defective design or workmanship; or (9) transportation fees or charges to or from any facility.

This warranty is void if E-ONE determines that the vehicle or item has been neglected, misused, altered, overloaded, loaded beyond specified component weight limits, loaded to a state of imbalance side to side, or damaged, this warranty is also void if E-ONE determines that the warranty claim is false or misrepresented, that the vehicle or item has been damaged in an accident or by an act of God, or that the structural failure is attributable to the use or operation of the vehicle or item in a manner of for a purpose other than that for which E-ONE intended or designed the vehicle or item.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE), ALL OTHER REPRESENTATIONS TO THE ORIGINAL PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY FOR SPECIAL, PERSON TO GIVE OR ASSUME, ANY OTHER WARRANTY, OBLIGATION OR LIABILITY ON E-ONE'S BEHALF, UNLESS EXPRESSLY GIVEN OR ASSUMED IN WRITING BY E-ONE

E-ONE reserves the right to make changes to E-ONE's products without incurring any obligation to modify or improve previously manufactured products.

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other or extended warranty made by E-ONE or any of E-ONE's suppliers.

REV 3/10/99