“PEACE OF MIND” LIMITED WARRANTY

TIMPTE GENERAL DUTY

Subject to the following paragraphs and warranty schedule, Timpte, Inc. (“Timpte”) warrants the First Purchaser* from Timpte, or from an authorized Timpte Reseller or Contracted Dealer, that a new dry bulk commodity semitrailer manufactured by Timpte, used in **Normal Service****, will be free from defects in materials and workmanship for the period of Three Years from the date of delivery to the First Purchaser* except as listed in the exceptions below.

Tires

- Timpte provides no warranty coverage on the tires. They are covered under a separate manufacturer's warranty.

1 Year Coverage - Parts & Labor covered

- Tarps
- Coating on steel parts
- Painted wall panels
- Pneumatic Vibrators
- ABS Sensor Adjustment
- Axle Alignment

3 Year Coverage - Parts & Labor covered

- Wheel Seals
- All Manufactured Components
- Suspension - Major Components
- Shocks
- Air Bags
- Tarp Components - Keypads, Control Box
- EZ Flow Trap Motors & Components
- Pivot bolts / Alignment Components

4 Year Coverage - Parts & Labor covered

- Electric Tarp Motor

5 Year Coverage - Parts & limited labor covered

- Landing Legs
- Axles
- Wheels
- Hub & Drum
- Two Speed Gear Boxes
- Spring Ride Suspension Components
- Auto Slack Brake Adjusters (Labor covered for 3 Years - parts only coverage thereafter through year 5)

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7 Year Coverage

- Wiring harness (Parts and labor covered for 3 Years - parts only coverage thereafter through year 7)

10 Year Coverage

- LED lights (Parts and labor covered for 3 years - parts only coverage thereafter through year 10)

Lifetime Coverage

- Trap Door Roller Bearings, model year 2017 and newer (Parts and Labor covered for 3 years - Parts only thereafter).

This warranty does not cover items that need periodic adjustment as part of normal maintenance such as but not limited to; trap door adjustment and wheel bearing end play adjustment. This warranty does not cover any goods which are not defective, but which wear out and have to be replaced during the warranty period, including for example, but not limited to tires, trap door seals & wipers, brake linings, brake drums, lubricants, wheel flaps, grommet mountings, wire ties, circuit breakers, and the like.

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TIMPTE SEVERE DUTY

Subject to the following paragraphs and warranty schedule, Timpte, Inc. (“Timpte”) warrants the First Purchaser* from Timpte, or from an authorized Timpte Reseller or Contracted Dealer, that a new dry bulk commodity semitrailer manufactured by Timpte, used in **Severe Duty Applications*****, will be free from defects in materials and workmanship for the period of One Year from the date of delivery to the First Purchaser* except as listed in the exceptions below.

Tires
Timpte provides no warranty coverage on the tires. They are covered under a separate manufacturer's warranty.

Timpte Supplies Extended 3 Year Coverage Parts and Labor on the following items:

- Landing Legs
- Axles
- Wheels
    - Hub & Drum
- Auto Slack Brake Adjusters
- Wiring harness
- LED lights
- Brake Chambers
- Steel Subframe

This warranty does not cover items that need periodic adjustment as part of normal maintenance such as but not limited to; trap door adjustment and wheel bearing end play adjustment. This warranty does not cover any goods which are not defective, but which wear out and have to be replaced during the warranty period, including for example, but not limited to tires, brake linings, brake drums, lubricants, wheel flaps, seals, circuit breakers, and the like.

Timpte reserves the right to change or clarify the General and Severe Duty warranty coverage terms and conditions at any time. Contact the Timpte Warranty Administration Group at 402-367-6310 for any specific questions on the currently applicable warranty coverage. Timpte reserves the right to determine the Duty Severity in regards to the Warranty coverage of the trailer.

WARRANTY EXCLUSIONS

Misuse, neglect, overloading, improper loading, failure to follow any recommended loading or operating instructions, failure to follow specified maintenance procedures and intervals, unauthorized repair or structural modifications or failure to provide normal maintenance shall void this warranty in its entirety.

Any/all types of corrosion resulting from environmental factors, neglect, improper maintenance or other factors.

This warranty does not cover purchased components, attachments, or accessories, whether acquired from or provided by a Timpte dealer, Timpte branch, or any other party, that are not in accordance with the factory-level standard specifications.

All warranty work must be approved by the Timpte Warranty Department prior to any work being performed.

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CUSTOMER RESPONSIBILITIES

The First Purchaser* shall regularly inspect and check the trailer and follow all recommended maintenance procedures and intervals.

The First Purchaser* shall contact the Timpte Trailer Warranty Department immediately at 402-367-6310 or email at Warranty@Timpte.com upon detection of any perceived defect in the materials or workmanship. Any continued use of the trailer after discovery of a defect that could in any way aggravate the defect or otherwise damage the trailer will void the warranty on that part of the trailer.

Absolutely no work should be performed to the trailer prior to receiving authorization as evidenced by a valid claim number, from the Timpte Warranty department. Any work performed prior to receiving authorization will not be covered under warranty.

The First Purchaser* shall comply with the instructions of the Warranty Department related to a claim within 30 days of the date of those instructions or the warranty on that part of the trailer is voided. The Timpte Warranty Department will issue a claim number as Authorization for approved warranty repair. Timpte will not pay for any warranty work that was performed without a valid claim number. All transportation charges in connection with a warranty claim will be the sole responsibility of the First Purchaser*.

The First Purchaser's* sole and exclusive remedy against Timpte, arising from the Purchase and use of the trailer, is limited to repair or replacement of defective materials and workmanship, as provided herein.

Timpte may at its option require that the defective part or trailer be returned to a Timpte facility or a Timpte authorized service shop, as Timpte may determine.

All warranty work must be performed at the location designated and approved in advance by Timpte and to the specifications dictated by Timpte.

Defined Terms:

* "First Purchaser" means the first purchaser in good faith for a purpose other than resale.
** "Normal Service" means the loading and transportation of uniformly distributed legal loads of properly secured, noncorrosive or abrasive cargo, in accordance with any applicable factory instructions and in a manner which does not subject the trailer or parts of the trailer to (a) concentrated loads; (b) loads in excess of the Gross Axle Weight Rating (GAWR) or Gross Vehicle Weight Rating (GVWR) stated on the Certification Plate affixed to the trailer by Timpte; and (c) accidental damage, or (d) stresses, impacts or shocks greater than those commensurate with normal, reasonable lawful use.
*** "Severe Duty" may include, but is not limited to, the transportation of High concentrated loads; Abrasive and/or Non-Agricultural commodities; Frequency of use; On and Off Road conditions.
**** "Normal and Customary Charges" are a sum not exceeding the price charged by Timpte for such work.

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LIABILITY LIMITATIONS

Timpte shall not be liable to the First Purchaser* or any other person for any damages, direct, incidental, consequential, Punitive or otherwise for breach of warranty, failure or delay in making delivery, or any other cause, except as specifically set forth in this warranty. In no event will Timpte's cumulative liability for breach of this warranty exceed the price charged by Timpte for any part to be replaced plus normal and customary charges ****for repairs to be made under this warranty.

Without limiting the foregoing, Timpte shall not be liable for any damages whatsoever as a result of cargo loss, downtime, driver, road service, towing expense, tire repair service, loss of profit, rental or substitute equipment or any other type of loss due to trailer performance. Premium labor rates (i.e. overtime, service calls, road side/mobile service) will not be paid for warranty repairs.

The warranties set forth herein are the only warranties applicable to Timpte Bulk Commodities Trailers and are expressly in lieu of all other warranties, either expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

TIMPTE'S OBLIGATION

In the event of a defect in material or workmanship covered by this warranty, Timpte Inc. in its sole discretion will:

- Correct the defective work or replace the defective parts at Timpte's factory or at a Timpte CSC or dealer assigned by Timpte.
- Or reimburse the First Purchaser* by paying a sum not exceeding the price charged by Timpte for such work or part,
- Or provide for repair of the defective parts by an authorized Timpte service facility.
- Or supply a replacement part to the First Purchaser*, who will install at his own expense.

“PEACE OF MIND” LIMITED WARRANTY

Filing a Warranty Claim

To file a warranty claim with Timpte, Inc. pursuant to the Timpte Limited Warranty - contact the Warranty Department at Timpte, Inc. at 402-367-6310, Warranty@Timpte.com or write;

Timpte, Inc.
Warranty Department
100 Timpte Parkway
P.O. Box 347
David City, NE 68632

When filing a warranty claim several steps can be taken to aid the quick response to your request.

1. **Have the Serial Number of the Trailer** - Everything is registered and logged off the serial number. (Last six of the VIN#)
2. **Know the In-Service Date** - This will help in determining what warranty coverage is available per the Timpte Limited Warranty.
3. **Have contact information available** - The correct name of the owner, address and phone numbers are important to aid in the confirmation process and timely transfer of information.

Timpte Facilities

Timpte Customer Support Centers:

Timpte of Council Bluffs 2902 23rd Avenue Council Bluffs, IA 51501 800-654-0636	**Timpte of Mankato** 2225 Howard Drive West North Mankato, MN 56003 800-334-2096	**Timpte of Aurora** 3416 South 16th St. Aurora, NE 68818 888-256-4884	**Timpte of David City** 200 Timpte Parkway David City, NE 68632 833-388-1408
Timpte of Cedar Rapids 8615 St. Martin Blvd. SW Cedar Rapids, IA 52404 866-865-0992	**Timpte of Princeton** 160 West Progress Dr. Princeton, IL 61356 866-875-6509	**Timpte of Bloomington** 2312 West Market St. Bloomington, IL 61705 309-820-1095 855-820-0900	**Timpte of Whitestown** 3945 S Indianapolis Road Lebanon, IN 46052 833-743-2290
Timpte of Sioux Falls 25768 Cottonwood Ave. Sioux Falls, SD 57107 605-543-5160 800-424-8099	**Timpte of Odessa** 17724 I-20 Odessa, TX 79741 432-618-0115	**Timpte of Sidney** 821 S Vandemark Rd Sidney, OH 45365 326-206-2060	

Satellite Sales Offices:

Timpte of Columbus
100 Columbus-Falls River Rd
Columbus, WI 53925
608-241-4955

Timpte of Sioux City
4325 South York St.
Sioux City, IA 51106
712-389-4670

Locations for Timpte Dealers can be found on the Timpte Website: www.timpte.com

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