

Certificate of Warranty for New Container Chassis

National Trailer Manufacturing (“NTM”) warrants to the first purchaser (“the Purchaser”) of a new container chassis (hereinafter referred to as “chassis”) manufactured by NTM that each such new trailer will be free from defects in material and workmanship, provided that the trailer (i) is operated for normal commercial use, (ii) Is periodically serviced in accordance with ordinary commercial standards, (iii) is used to carry loads not exceeding the manufacturers rated capacity, and (iv) is loaded with the weight equally distributed . The foregoing warranty is effective from the date of purchase for the period of: (i) limited five year on container chassis models (ii) one year for extendable/sliding combo container chassis models.

THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER OF A NEW TRUCK TRAILER FROM NTM OR NTM’S AUTHORIZED DEALER AND IS MADE IN LIEU OF OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, NO EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH ABOVE IS MADE BY NTM FOR EACH SUCH NEW CONTAINER CHASSIS.

“Normal commercial use” means use of the trailer (i) for commercial use, (ii) in the manner and for the purpose for which it was designed and purchased, (iii) within gross vehicle rating (GVWR) and gross axle rating (GAWR) as specified on the chassis vehicle identification plate, and (iv) with commercial loads properly attached and not causing any strains on the trailer greater than those experienced on well-maintained public roads while operated lawfully. “Normal commercial use”, shall NOT include use with loads that are chemically incompatible with any of the materials of which the trailer is constructed.

Main frame - Limited Three Year - - - Axles – Limited 5 Years- - - Landing Gear – Limited 5 Years --- HALO PSI System – 3Years/300,000 Miles (Whichever Comes First) - - - Axle Alignment - 30 Days --- Paint/Powder Coat – Limited 1 Year

ALL WARRANTIES MUST BE PRE-APPROVED BEFORE ATTEMPTING ANY REPAIRS OR VOIDS WARRANTY CLAIM. OVERLOADING, NEGLIGENCE, MISUSE, UNAUTHORIZED REPAIR, ALTERATIONS, OR FAILURE TO PROVIDE NORMAL MAINTENANCE SHALL VOID WARRANTY.

NTM neither expresses nor implies any warranty at all with respect to:

1. Any chassis no longer owned by the Purchaser.
2. Any chassis sold which, after its purchase from NTM, or NTM’s authorized dealer, is repaired or altered outside of NTM’s factory or branch in any manner not approved in writing, or which has been subject to misuse, neglect, or accident.
3. Any used chassis sold by NTM or any other person.
4. Any parts or materials used by NTM in manufacturing a new chassis which wear out and require replacement within the warranty period specified above. Such parts or materials include (but are not limited to) brake drums, brake linings, brake actuation components, oil and oil seals, bearings, paint, tires, PSI systems, air hoses or tubing and electrical components, light bulbs, electrical receptacle, paint or powder coatings, return springs, equalizer, torque rod and camshaft bushings, camshafts, slack adjusters, springs, slider pads, wheel bearings, wheel nuts and studs, gaskets and seals, and all types of air and electrical fasteners, and the like also;
5. Parts and accessories may carry warranties of their respective manufacturers. At the Purchaser’s written request, NTM will supply the Purchaser with any information it possesses concerning the warranties on parts and accessories and the identity and location of their respective manufacturer s or of any other person with respect to the parts and accessories.
6. Customer furnished used parts for installation in new chassis.

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By NTM's delivery of this warranty and Purchaser's acceptance hereof in connection with the purchase of a new trailer, NTM and the Purchaser agree as follows:

1. That NTM shall not be liable for damage to cargo or for any consequential damages arising from or alleged to arise from the purchase covered by this Warranty or from the Warranty itself, whether arising from or alleged to arise from Purchaser's inability to use the chassis commercially, from interruption of Purchaser's business, or otherwise for loss of use of capital or revenue, cost of money, claim of customers, non-operation or increased expense or operation cost of purchase or replacement equipment, loss of anticipated profits, transportation expenses due to repairs, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.
2. That NTM's sole responsibility under this warranty is to repair or replace (at NTM's discretion, but only within the Warranty period) any defective chassis manufactured by NTM, provided that NTM is obliged to perform such repair or replacement only if such defective chassis is returned to NTM or a repair facility designated by NTM, at Purchaser's expense immediately upon request by NTM.
3. The labor cost involved in replacing the warranted parts will be reimbursed for a period of one year, at a rate not exceeding their predetermined factory schedule for such labor and labor cost, providing the prior approval of National Trailer Mfg. for any such labor and labor cost has been obtained. The necessity of replacement of any such parts under this warranty shall solely be determined by National Trailer Mfg., who reserves the right to require any and all parts for which replacement is claimed, to be returned freight paid to its factory for inspection. On all component parts not manufactured by National Trailer Mfg., their warranty is to the extent that the manufacturers of such parts warrant them to National Trailer Mfg., and
4. that such repair or replacement is the Purchaser's exclusive and sole remedy in connection with any defective trailer sold new to the Purchaser by National Trailer Mfg., whether such remedy is sought pursuant to this Warranty, or otherwise.
5. The provisions of this warranty shall be interpreted and governed pursuant to the laws of the state of Georgia.
6. The axle and/or suspension alignment: National Trailer Mfg. or authorized dealership must be called within 30 days after delivery of any alignment problem.

Any communications with respect to the New Container Chassis Warranty are to be in writing and addressed to: National Trailer Manufacturing, Warranty Claims Department, 95 S. Houston Street Bldg. 1000 Hawkinsville, GA. 31036

VIN Number: _____ Date Chassis Sold: _____

Buyer: _____ Buyers Signature: _____

Seller: _____ Sellers Signature: _____