

# Seagrave Fire Apparatus, LLC

## AERIAL DEVICE

### *Twenty Year Structural Integrity Limited Warranty*

#### **Limited Warranty**

Seagrave Fire Apparatus, LLC ("Seagrave") warrants each new aerial device manufactured by Seagrave to be free of structural failures caused by defective design or workmanship for a warranty period of twenty (20) years after the date on which the new aerial device is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser").

This warranty is limited to the torque box, turntable, aerial sections, boom sections and structural components of outriggers or jack beams, as identified in Seagrave's specifications, of the aerial device ("Aerial Device"). This warranty applies only if the original purchaser provides to Seagrave dated test results showing that the Aerial Device: (a) has been, at least annually, visually examined by a third party testing agency approved by Seagrave; and (b) has been nondestructive tested by a third party testing agency approved by Seagrave in accordance with the then latest revision of NFPA 1914. All results must be submitted to Seagrave's Customer Service Department within thirty (30) days after the examination or test or otherwise this warranty is void. Further, the Aerial Device must be properly maintained in accordance with Seagrave's maintenance instructions and manuals and is used in service, which is normal to the particular Aerial Device model. Normal service means service, which does not subject the Aerial Device to stresses or impacts greater than those that normally result from the careful use of the Aerial Device. All maintenance performed must be documented for proof of compliance. Such documentation must be made readily available and provided to Seagrave within ten (10) days upon request.

#### **This warranty terminates upon transfer of possession or ownership of the vehicle or Aerial Device from the original purchaser.**

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

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) that the claimed failure shall have first appeared during the warranty period; (b) that the original purchaser shall have notified Seagrave in writing of the claimed failure within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (c) that, unless Seagrave directs otherwise, the claimed failed item or items shall have been returned to Seagrave, or to Seagrave's designee, promptly after the notification, with transportation charges prepaid; (d) Seagrave 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; (e) in advance of the original purchaser effecting repair or replacement of a structural component or components found by Seagrave to have structurally failed due to defective design or workmanship, written approval for the repair or replacement must be obtained from Seagrave's Manager Customer Service or the CEO; (f) repair or replacement must be made by a facility approved in advance by Seagrave. Failure to obtain all of the advance approvals voids this warranty; and (g) coverage under this warranty of labor for repair or replacement is limited to the time or amounts reasonably necessary, as determined by Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty.

This warranty does not apply to or cover: (a) normal maintenance services or adjustments; (b) any item that has been repaired, replaced or altered by a facility not approved in advance, in writing, by Seagrave's Customer Service Department, or in a manner which, in Seagrave's judgment, may adversely affect the operation or longevity of the vehicle or item; (c) integral parts, components, aftermarket or trade accessories not manufactured by Seagrave; (d) special, incidental or consequential damages including, but not limited to, loss of time, inconvenience, loss of use, or lost profits; (e) any malfunction resulting from misuse, negligence, alteration, accident or lack of operational knowledge or normal maintenance or adjustments; (f) time required to unload or reload the vehicle or item; (g) nonstructural breakage or cracking; (h) material bending, buckling or other metal deformation unless caused by a structural failure of a structural component, as identified in Seagrave's specifications, of the aerial device due to defective design or

workmanship; (i) transportation fees or charges to or from any facility; or ten (10) defects if the Aerial Device is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials; faded or discolored by exposure to heat or severe sun conditions or environmental conditions.

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

#### **Purchaser's Exclusive Remedy**

If the Aerial Device fails to conform to the warranty set forth in the limited warranty on this page during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Purchaser must notify Seagrave within the time period specified above and shall make the Aerial Device and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Aerial Device shall be returned to Seagrave or an authorized Seagrave representative by the Purchaser for examination and/or repair. Purchaser shall be responsible for the cost of all such transportation including loading and unloading and for loss of or damage to the vehicle during transportation. Within a reasonable time, Seagrave shall repair or replace (at Seagrave's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance, in writing, by Seagrave. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

#### **Exclusion of Consequential and Incidental Damages**

Notwithstanding anything to the contrary herein or in any agreement between Seagrave and Purchaser, IN NO EVENT SHALL SEAGRAVE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY SEAGRAVE OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SEAGRAVE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Seagrave specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

#### **Disclaimer of Warranties**

THE WARRANTY SET FORTH IN THE PREVIOUS PARAGRAPHS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SEAGRAVE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTIES ARISING BY OPERATION OF LAW, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF OF SEAGRAVE FIRE APPARATUS, LLC, OTHER THAN AS SET FORTH HEREIN. ANY MODIFICATION TO THIS WARRANTY MUST BE IN WRITING AND APPROVED AND SIGNED BY THE CEO OF SEAGRAVE FIRE APPARATUS, LLC.

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

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