

Seagrave Fire Apparatus, LLC

Two Year Limited Warranty

Limited Warranty

Subject to the limitations and exclusions set forth below, and provided the vehicle shall have been placed in service within sixty (60) days after delivery ("Warranty Start Date" or "WSD") to the original purchaser (the "Purchaser") as established by our original invoice, Seagrave Fire Apparatus, LLC ("Seagrave") warrants to the Purchaser that the portions of its custom cab and chassis that are manufactured by Seagrave ("Chassis or Custom Cab" or "Vehicle") shall be free from defects in material and workmanship for a warranty period ending two (2) years after the date of delivery of the vehicle to the original purchaser or the first 20,000 miles of use, or 10,000 hours as determined by engine hours or 10,000 In-Service hours, whichever occurs first ("Warranty Period").

Seagrave's obligation under this warranty is subject to the following conditions precedent: (a) Purchaser must notify Seagrave in writing of the claimed defect within thirty (30) days after the first date of discovery, but in any event prior to the expiration of the warranty period; (b) written approval must be obtained from Seagrave's Customer Service Manager prior to any repair or replacement of any materials covered within this Limited Warranty; (c) unless Seagrave directs otherwise, the claimed defective item(s) shall be returned to Seagrave, or to Seagrave's designee, promptly after the notification. Purchaser shall be responsible for the cost of transportation and for risk of loss or damage to the Vehicle or materials during transportation; (d) Seagrave reserves the right to thoroughly examine the Custom Cab or Chassis, or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed defect is covered by this warranty; (e) repair or replacement must be made by a facility approved in advance, in writing, by Seagrave. Failure to obtain all 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 Seagrave, to make the repair or replacement. Labor time or amounts deemed excessive by Seagrave are not covered under this warranty; and (f) this limited warranty shall apply only if the Vehicle is properly maintained in accordance with Seagrave's maintenance instructions and manuals and is used In Service, which is normal to the particular Vehicle model. Normal service means service, which does not subject the vehicle to stresses or impacts greater than those that normally result from the careful use of the Vehicle. 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 from the original purchaser.

Notwithstanding anything to the contrary herein, Seagrave makes no warranty whatsoever as to: (a) any other integral parts, components, attachments or trade accessories of or to the vehicle that are not manufactured by Seagrave, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Seagrave shall assign to Purchaser the applicable warranties, if any, made by the respective manufacturers thereof; (b) the Chassis, Custom Cab or their components, any part, attachment or accessory damaged by misuse, neglect, improper maintenance or accident. Any determination of neglect or damage during the full limited warranty term will void this warranty; (c) the Chassis, Custom Cab or their components, any part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Seagrave which, in the sole judgment of Seagrave, adversely affects the performance, stability or purpose for which it was manufactured; (d) any modification or repair performed during the full term of the limited warranty excluding regular scheduled maintenance or the replacement of non-warrantable wearable components without prior written authorization from Seagrave will void this warranty; (e) products or parts which may, in the ordinary use, wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets, filters and light bulbs. Seagrave assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Seagrave; (f) normal maintenance services or adjustments, including but not limited to fuel system cleaning,

wheel alignment and balancing, engine tune-up, brake inspection or adjustment, nor to the replacement of fluids, oil seals or filters.

Purchaser's Exclusive Remedy

If the Vehicle 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 vehicle and all maintenance records available for inspection by Seagrave or its designated agent. At the request of Seagrave, any allegedly defective Vehicle 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: Any Surety Bond, if part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Seagrave Limited Warranty for such vehicle, and not to other warranties made by Seagrave in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Seagrave) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.