

Seagrave Fire Apparatus, LLC

PAINT/CORROSION

Six Year Limited Warranty Non-Prorated

Subject to the limitations and exclusions set forth below, Seagrave Fire Apparatus, LLC ("Seagrave") warrants the exterior paint on each new cab and body manufactured by Seagrave for a period of six (6) years after the date on which the vehicle is first delivered ("Warranty Start Date" or "WSD") to the original purchaser ("Purchaser") as established by Seagrave's original invoice. Seagrave warrants the Purchaser that its finished body ("Body") areas will be free from corrosion, blistering, peeling, or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces of the body of the vehicle.

Seagrave's obligation under this warranty is subject to the conditions precedent: (a) Original Purchaser must notify Seagrave in writing of the claimed defect or perforation within thirty (30) days 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 or perforated item(s) shall be returned to Seagrave, or to Seagrave's designee, promptly after the notification. Original 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 vehicle or parts thereof, prior to conducting or approving any repair or replacement, to determine whether the claimed defect or perforation 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; (f) the Body exterior must be properly maintained; and (g) the Body exterior must be inspected and serviced annually at the customer's expense by an Authorized Service Representative in accordance with Seagrave's recommended procedures. Such annual inspection shall be performed within twelve months directly following the Warranty Start Date and each successive twelve months thereafter for the full term of the warranty. All documentation must be sent to Seagrave's Customer Service Department within thirty (30) days after the inspection; failure to submit such documentation will void this warranty.

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

Seagrave also warrants, subject to all of the terms and conditions of this Limited Warranty, except cost allocations, each new Body manufactured by Seagrave against exterior corrosion perforation for a warranty period of six (6) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first.

This limited warranty covers only repair or replacement of any part of a Seagrave vehicle in which a defect in materials or workmanship appears within the limited warranty period. This warranty is void if Seagrave determines that the warranty claim is false or misrepresented.

Examples of items not covered include, but are not limited to:

- I. Major components or trade accessories such as purchased chassis, engines, signaling devices, batteries, generators, tires, rims or transmissions that have a separate warranty by the original manufacturer, or to equipment used in firefighting.
- II. An unauthorized alteration or modification to the vehicle, including the body, chassis or components, after completion of the vehicle assembly by Seagrave and any problems that occur as a result of such alterations or modifications.
- III. Damage caused by collision, fire, theft, freezing, vandalism, riot, explosion, acts of nature, war or objects striking the vehicle or any damage covered by owner insurance.
- IV. Damage caused by misuse, neglect or improper operation of the vehicle such as driving over curbs, overloading, racing or off-road use.
- V. Corrosion caused by exposed sheet metal, accidents, or normal wear and tear are not defects in material or workmanship
- VI. Damage caused by failure to follow the requirements of the maintenance schedule, failure to maintain proper fluid and lubricant levels and failure to follow operating instructions.

Incidental expenses such as loss of vehicle use, inconvenience, loss of time,

vehicle rental, loading or travel costs, vacation pay, liability for personal or property damages, penalties, damages for lost profits or revenues, any other types of economic loss or any third party claims for damages.

- VIII. Gold leaf, striping, exotic and/or custom finishes and Scotchlite emblems or decals installed by anyone other than the Seagrave factory.
- IX. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
- X. Normal paint deterioration due to exposure
- XI. Damage caused from not following cab and body washing procedures on truck and in Operation and Maintenance Manual.
- XII. Defects if vehicle is damaged, dented, scratched, corroded or rusted from severe salt or road corrosive materials, or faded or discolored by exposure to heat or severe sun conditions or environmental conditions.
- XIII. This warranty shall not apply to non-exterior surface areas (i.e. compartment interiors, Body interior, undercarriages)
- XIV. This warranty shall only apply to exterior coating applied by Seagrave and specifically excludes all coating applications applied by other manufacturers including chassis and chassis compartments.
- XV. This warranty shall exclude accessory vendor equipment that is painted to match finished vehicle.
- XVI. This warranty shall exclude painted roll-up doors.
- XVII. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing or aggressive mechanical wash system.
- XVIII. Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
- XIX. Accidents, scratches, chips, bruises, and gloss reduction or blemishes due to normal vehicle use and maintenance.

Purchaser's Exclusive Remedy

If the Body 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 Body 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 Basic One Year Limited Warranty, and not to this or any other warranty made by Seagrave or any of Seagrave's suppliers.