

### LIMITED WARRANTY

KEIZER-MORRIS INTERNATIONAL, INC. (hereinafter called KMII) warrants all equipment manufactured by KMII to be free from defects in material and workmanship on the date of sale to the original end user. With the exception of any special, extended, or limited warranty published by KMII, KMII will, for a period of twelve months from the date of sale, repair or replace any part of the equipment determined by KMII to be defective. This warranty applies only when the equipment is used for its intended purpose and properly maintained.

This warranty does not cover and KMII will not be liable for general wear and tear, or any malfunction, damage or wear caused by misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of non-KMII component parts.

This warranty is conditioned upon the prepaid return of the equipment claimed to be defective to an authorized KMII distributor or the factory direct, for verification of the claimed defect. If the claimed defect is verified, KMII will repair or replace free of charge any defective parts. The equipment will be returned to the original purchaser transportation prepaid. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which charges may include the costs of parts, labor, and transportation. This warranty covers labor at an hourly rate of \$79 per hour only when approved and directed by KMII service technicians. THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

KMII's sole obligation and buyer's sole remedy for any breach of warranty shall be set forth above. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential lost) shall be available. Any action for breach of warranty must be brought within one (1) Year of date of sale.

Items sold, but not manufactured by KMII (such as electric motors, switches, hose, etc) are subject to the warranty, if any, of their manufacturer. KMII will provide purchaser with reasonable assistance in making any claim for breach of these warranties.

In no event will KMII be liable for indirect, incidental, special or consequential damages resulting from KMII supplying equipment hereunder, or the furnishing performance, or use of any products or other goods sold hereto, whether due to a breach of contract, breach of warranty, the negligence of KMII or otherwise.

### **LIMITED WARRANTY – HOTBOX AND T2**

KEIZER-MORRIS INTERNATIONAL, INC. (hereinafter called KMII) warrants the equipment manufactured by KMII to be free from defects in material and workmanship on the invoice date to the original purchaser. KMII will, for a period of twelve (12) months from the invoice date, repair or replace any serviceable or consumable parts determined by KMII to be defective. These parts include, but are not limited to, insulation, fuel lines, bearings, filters, ignition components, power supplies, axle components, oil, fuels and lubricants. All components, with the exception of the previously listed twelve (12) month warranted parts, will be covered under this warranty for a period of twenty-four (24) months. The trailer frame components, hotbox body and workmanship is warranted for a period of five (5) years from the invoice date. This warranty applies only when the claim is approved and repaired by a KMII representative.

KMII will not be liable for general wear and tear, or any malfunction, damage or wear caused by misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of non-KMII component parts. This warranty applies only when the equipment is used for its intended purpose and properly maintained.

This warranty is conditioned upon the prepaid return of the equipment claimed to be defective to an authorized KMII distributor or the factory direct, for verification of the claimed defect. If the claimed defect is verified, KMII will repair or replace free of charge any defective parts. The equipment will be returned to the original purchaser standard ground prepaid, expedited shipping will not be covered. If inspection of the equipment does not disclose any defect in material or workmanship, repairs will be made at a reasonable charge, which may include the cost of parts, labor, and transportation. This warranty covers labor at an hourly rate of \$79 per hour only when approved and directed by KMII service technicians.

KMII will in no event be liable for indirect, incidental, special or consequential damages resulting from KMII supplying equipment hereunder, or the furnishing performance, or use of any products or other goods sold hereto, whether due to a breach of contract, breach of warranty, the negligence of KMII or otherwise.

KMII's sole obligation and buyer's sole remedy for any breach of warranty shall be set forth above. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential lost) shall be available. Any action for breach of warranty must be brought within two (2) Year(s) of date of invoice. THIS WARRANTY IS EXCLUSIVE, NON-TRANSFERABLE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.