



## **FIVE YEAR STRUCTURAL WARRANTY AND ONE YEAR FULL BODY WARRANTY**

Marion Body Works, Inc. (Marion) warrants to the original purchaser only (Purchaser) that each new dry freight van body, refrigerated van body, curtainside van, and platform body is free from defects in materials or workmanship appearing within one year after the date of the invoice therefor. The main body structural components including the steel subfloor structure, perimeter wall structure and roof structure, are further warranted by Marion against defects in material or workmanship appearing within five years from the date of the invoice therefor. These warranties apply only to the original Purchaser and only while the body is installed on the original chassis.

If within the applicable warranty period any such product shall be proved to Marion's satisfaction to be defective, Marion will, without charge, repair or (at Marion's option) replace the defective product or part thereof, f.o.b. Marion's factory. Such repair or replacement shall be Marion's sole obligation and Purchaser's exclusive remedy hereunder and shall be conditioned upon Marion's receiving written notice of any alleged defect within 10 days after its discovery and at Marion's option, Purchaser's return of such products to Marion, f.o.b. Marion's factory. Marion shall have no obligation, under this warranty or otherwise, for any of the following: (a) equipment, accessories, tires or other goods manufactured and separately warranted by others; (b) used equipment regardless of manufacturer; (c) goods delivered hereunder which, after delivery, have been repaired or altered by anyone other than Marion; (d) the effects of wind or weather upon any body after it is ready for mounting on the chassis if the Purchaser fails to have the chassis delivered as scheduled; (e) products used for any purpose other than the intended use disclosed to Marion; or (f) products subjected to impact or strain in excess of customary and reasonable usage. Marion may, at its sole option, discharge in full all of its obligations with respect to any defective body covered by this warranty, by reimbursing the Purchaser the purchase price actually paid for the body.

**THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND MARION EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Any description of the products, whether in writing or made orally by Marion or Marion's sales representatives or in, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Marion or Marion's sales representatives regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing signed by an officer of Marion.

Marion reserves the right to make changes in the design of its products without obligating itself to make the same changes to products previously manufactured.

Marion's liability with respect to breaches of warranty shall be limited as provided above. With respect to other breaches of any contract, Marion's liability shall in no event exceed the contract price. **MARION SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD BY MARION, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.**