

HERCULES STANDARD BODY LIMITED WARRANTY REGISTRATION

Body Serial No. Sample only

HERCULES MANUFACTURING CO. (hereinafter referred to as **HERCULES**), warrants to the original purchaser and the original purchaser only (in the United States and Canada) each new **HERCULES** standard body (each being hereinafter referred to as **BODY**), including all equipment and accessories thereon, manufactured by **HERCULES** and delivered to the original retail purchaser by **HERCULES**, or an authorized **HERCULES** representative, to be free from defects in material and workmanship under normal use and service of (60) months from the date of delivery, when loads have not exceeded body GVW. Specifically excluded or limited from any warranty provision herein and limited to 90 days from date of shipment:

- (I) Wiring and plumbing only installed by **HERCULES** for Condenser/Cold Plate Hold Over Refrigeration system.
- (II) Painting.
- (III) 12 volt wiring and lighting.
- (IV) All repairs & replacements performed and provided by seller are limited to 30 days from invoice date.
- (V) Overhead door adjustment is not reimbursable after 30 days in-service.
- (VI) Defects in design provided to seller by buyer are not eligible for reimbursement.
- (VII) Fork truck damage is not eligible for reimbursement without the purchase of specially designed reinforcement.

HERCULES' obligation under this warranty is limited to repairing or replacing, at its option, any part or parts on bodies which bodies are returned to **HERCULES** at Henderson, Henderson County, Kentucky, or a representative authorized by **HERCULES** at their place of business, at **HERCULES'** option and at purchaser's expense, and upon examination shall disclose to **HERCULES'** reasonable satisfaction to have been defective. The repair or replacement of defective parts under this warranty will be made by **HERCULES**, or an authorized **HERCULES** representative, without charge for parts and/or labor. **As an express condition of this warranty, the body owner is required to have advance written approval from HERCULES prior to having any warranty repairs made. Failure to receive prior approval will automatically void this warranty and future claims.** The provisions of this warranty do not cover installation of accessories or equipment made by persons/entities other than **HERCULES** at its place of business. Truck frames altered or modified for owner by **HERCULES**, are done at the owner's risk. **HERCULES** shall in no event be liable for loss of time, labor, equipment rental, or other expenses while equipment is out of service, nor for consequential damages or contingent liabilities arising out of failure of any of its products. The provisions of this warranty do not apply to any body which has been subjected to misuse, neglect, negligence, alteration or accident, or has been repaired with other than **HERCULES** parts, or which shall have been repaired by other than **HERCULES** or an authorized **HERCULES REPRESENTATIVE** at their place of business in any way so as, in the reasonable judgment of **HERCULES**, to affect adversely its performance and reliability, nor to normal maintenance services and the replacement of service items (such as light bulbs, lenses, etc.) nor deterioration due to chemical cleansing or the loading, unloading and carriage of non uniformly distributed loads that are corrosive in nature. Components and accessories not manufactured by **HERCULES** are not warranted, but are sold only with the warranties, if any, of the respective manufacturer.

This warranty is the only warranty applicable to **HERCULES** products and is expressly in lieu of any other warranties, whether express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The performance of repairs is the exclusive remedy under this warranty. **HERCULES** does not authorize any person to create for **HERCULES** any other obligation or liability in connection with these products. **HERCULES** shall not be liable for consequential or incidental damages resulting from any claim arising out of negligence, breach of warranty, product liability or otherwise, whether in law or in equity. Buyer shall indemnify and hold **HERCULES** harmless from any and all damages, claims, losses, cause of action and/or expenses, including attorney fees, and any other costs that may be occasioned by any defect in design or misuse or abuse by the buyer that results in damages or claims to third parties, whether in whole or in part. Any disputed warranty provision shall be submitted to the District /Circuit Court of Henderson County, Kentucky for resolution.

We certify that this body was placed in service on _____
(Date)

That the warranty herein does not extend to or cover in any respect the chassis on which it is mounted, being chassis number:

Sample Only - not valid

CUSTOMER NAME: _____

By _____
(Authorized Signature)

Customer Note:

An express condition of this warranty is that the body owner is required to have advance written approval from les prior to having any warranty repairs made. THIS LIMITED WARRANTY IS NOT VALID UNLESS IT IS SIGNED AND RETURNED TO HERCULES WITHIN 60 DAYS FROM THE DATE OF THE INVOICE.