

# LIMITED WARRANTY FOR TOUGHLITE TRUCK BODIES

TOUGHLITE (“TOUGHLITE,” “we,” or “our”) warrants each truck body manufactured by TOUGHLITE (“Product”) as follows:

## ***White Surfaces and Leaks***

For a period of one (1) year from the date of sale, TOUGHLITE warrants that the white GRP, white painted, and/or white decaled surfaces of Product(s) will be free from defects in materials and workmanship and the roof and walls of Product(s) will not leak under ordinary weather conditions.

## ***Bulkhead to Bumper***

For a period of three (3) years or thirty six thousand (36,000) miles from the date of sale, whichever is first to occur, TOUGHLITE warrants that the Product(s), except as to White Surfaces and Leaks as warranted separately above, will be free from defects in materials, workmanship, and rust-through corrosion.

## ***Structural***

For a period of three (3) years from the date of sale TOUGHLITE warrants that the main body structural components of the Product(s) (specifically, the roof structure, perimeter wall structure, rear frame, door frames, and steel floor foundations) will be free from defects in materials and workmanship. Or otherwise negotiated at the front end of the sale.

## ***Exclusions***

TOUGHLITE excludes coverage for any item not specifically warranted above, including, but not limited to the following items:

- A. Defects in separately manufactured products (items not manufactured by TOUGHLITE but installed by TOUGHLITE at the customer’s request) such as, but not limited to, chassis, power unit, motors, refrigeration and air conditioning units, cargo holding devices, liftgates, lightbulbs, moveable bulk heads, and vehicle wraps or graphics. These products may be warranted by their individual manufacturers. A copy of their warranty, if available, has been included in your owner’s packet. Installation of these separately manufactured products is warranted for 120 days from such installation.
- B. Deterioration due to normal wear, tear, and exposure.
- C. Damage caused by negligent use, misuse, abuse, loading the Product beyond its gross weight limitations, hazardous or corrosive cargo, accident, acts of God, or other contingencies beyond the control of TOUGHLITE.
- D. Damage caused due to the use of forklifts, pallet jacks, and similar equipment unless the Product is specifically designed for use with such equipment.
- E. Damage caused by failure to perform any reasonable, customary, and necessary maintenance procedures or that specified by TOUGHLITE in any owner’s manual or warning labels.
- F. Tightening of U-bolts or body fastening, and damage caused by failure to tighten U-bolts or body fastening at recommended intervals.
- G. Damage attributable to alterations done without TOUGHLITE’s approval.
- H. Parts or aftermarket products supplied by the customer.

- I. Products mounted to the chassis by anyone other than TOUGHLITE or its authorized installation facilities.
- J. Mounting, U-bolts and other mounting components, and rear overhead door adjustments are not covered after (30) days from the date of sale.
- K. Color fading and/or GRP cracking when any resin color, paint color, or decal color other than white is used.
- L. Rear overhead door (if equipped) adjustment is not reimbursable after (30) days in service.
- M. Light bulbs and LED lights are not warrantied after (30) days in service.
- N. All Repair Orders must be received by TOUGHLITE within 60 days of the completion date.
- O. Paint: TOUGHLITE Warranty on paint is limited to (1) year from date of original purchase date.

### ***Remedies***

At Our discretion, we will repair or replace any Product verified by TOUGHLITE to be defective during the applicable warranty period. Your legal remedies with respect to Products are limited exclusively to the right to repair or replacement.

### ***Arranging Service***

You must promptly (not to exceed thirty (30) days from the date of first appearance of the defect) notify TOUGHLITE of any warranty claim either directly at 877-224-0440 or through a TOUGHLITE-authorized dealer or distributor. TOUGHLITE will replace a defective item only if you make available to us the defective Product or part free and clear of all liens and encumbrances. Prior to warranty service, your dealer or distributor must verify the serial number and purchase date with TOUGHLITE to ensure warranty eligibility. For a repair to be paid under this Warranty, service must be provided by a TOUGHLITE approved facility and TOUGHLITE must verify the defect prior to commencement of any warranty service. You must ensure your dealer or distributor contacts TOUGHLITE to receive a repair authorization number which authorizes the dealer or distributor to perform the remedy chose by TOUGHLITE. All repairs must be completed, and invoices submitted to TOUGHLITE within ninety (90) days of issuance of the repair authorization number. TOUGHLITE will not pay shipping or transportation charges to transport the Product to or from a repair facility.

### ***Limitations***

This Warranty applies to the original purchaser for Products installed on the original chassis; it is nontransferable. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No dealer, distributor, agent, representative of TOUGHLITE, or any other person has the authority to make any representation or a promise of warranty concerning TOUGHLITE on behalf of the company except to refer the purchaser to this Warranty. This Warranty excludes all incidental and consequential damages, including but not limited to: transportation to and from the dealer, distributor, or TOUGHLITE for warranty service, loss of time, loss of cargo, loss of use, loss of revenues, salaries or commissions, interest and finance charges, lodging, towing charges, bus fares, car rentals, fuel expense, telephone charges, inconvenience, and costs of repairing or replacing other property that is damaged due to a defect in the Product.

## WARRANTY FAQs

### What Does This Warranty Not Cover?

This Warranty does not cover:

- A. Defects in the chassis and/or power unit.
- B. Defects in separately manufactured products not produced by TOUGHLITE such as, but not limited to, refrigeration and air conditioning units, cargo holding devices, moveable bulk heads and vehicle graphics or wraps.
- C. Deterioration due to normal wear, tear, and exposure.
- D. Repairs made necessary by negligent use, misuse, abuse, loading the unit beyond its gross weight limitations, accident, acts of God, or other contingencies beyond the control of TOUGHLITE.
- E. Repairs made necessary by reason of the failure to follow ordinary maintenance procedures as recommended by TOUGHLITE.
- F. Repairs made necessary by reason of repairs or alterations done without TOUGHLITE's approval.
- G. Installed parts or aftermarket products supplied by the customer.

### Who Is Covered?

This Warranty covers the original owner for the warranty period beginning at the original purchase date.

### What Is the Period of Coverage?

- A. TOUGHLITE ("TOUGHLITE," "we," or "our") warranties each truck body manufactured by TOUGHLITE ("Product") as follows:
  - White Surfaces and Leaks.** For a period of one (1) year from the date of sale TOUGHLITE warrants that the white GRP, white painted, and/or white decaled surfaces of Product(s) will be free from defects in materials and workmanship and the roof and walls of Product(s) will not leak under ordinary weather conditions. Vehicle wraps and/or graphics are separately manufactured products and are excluded from the TOUGHLITE warranty.
  - Bulkhead to Bumper.** For a period of three (3) years or thirty six thousand (36,000) miles from the date of sale, whichever is first to occur, TOUGHLITE warrants that the Product(s), except as to White Surfaces and Leaks as warrantied separately above, will be free from defects in materials, workmanship, and rust-through corrosion.
  - Structural.** For a period of three (3) years from the date of sale TOUGHLITE warrants that the main body structural components of the Product(s) (specifically, the roof structure, perimeter wall structure, rear frame, door frames, and steel floor foundations) will be free from defects in materials and workmanship.

### What Will We Do to Correct Defects?

We will repair or replace, at our discretion, without charge for parts or labor, any defective part covered by this Warranty.

### What Will We Not Do?

We will not pay shipping or transportation charges.

### ***How Do You Get Service?***

- A.** You should immediately contact the dealer or distributor from whom the Product was purchased. Should such be impossible or impractical because of traveling or permanent movement from the geographical area where the Product was purchased, the nearest authorized TOUGHLITE dealer or distributor, or TOUGHLITE itself, should be contacted. If a dealer or distributor is contacted, that dealer or distributor should implement steps to repair, or replace, or have repaired, or have replaced, the Product. Such steps may include referring the owner to the manufacturer for assistance. In any event, delivery of a Product to the dealer or distributor, or to TOUGHLITE, as well as the return of the Product to the owner, shall be at the owner's expense.
- B.** Replacement of a defective part will occur only when the original purchaser makes available to TOUGHLITE the defective unit or part free and clear of all liens and encumbrances.
- C.** Prior to warranty repairs, the dealer or distributor must verify unit number, purchase date, and original ownership.

### ***What Must You Do to Keep the Warranty in Effect?***

You must perform reasonable and necessary maintenance upon the unit and use the unit in accordance with TOUGHLITE's directions and recommendations. See ToughLite Maintenance Manual.

### ***What Other Conditions or Limitations Apply to This Warranty?***

- A.** This Warranty excludes transportation to and from the dealer or manufacturer to get warranty services, loss of time, loss of use, loss of revenues, salaries or commissions, lodging, towing charges, bus fares, car rentals, gasoline expense, telephone charges, inconvenience, or other incidental damages.
- B.** This Warranty excludes the cost of repairing or replacing other property that is damaged because of a defect in the unit as well as other consequential damages. *(In states that do not allow the exclusion or limitation of incidental or consequential damages, the above limitation or exclusions may not apply to you.)*
- C.** THE IMPLIED WARRANTY OF MERCHANTABILITY, AN UNWRITTEN WARRANTY THAT THE PRODUCT IS FIT FOR ORDINARY USE, IS LIMITED TO THE THREE (3) YEAR 36,000-mile DURATION OF THIS WRITTEN WARRANTY. *(In states do not allow limitations on how long an implied warranty lasts, the above limitation may not apply to you.)*
- D.** No dealer, distributor, agent, representative of TOUGHLITE, or other person may make any representation or a promise of warranty concerning TOUGHLITE products on behalf of the company except to refer the purchaser to this Warranty. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

### ***What Do You Do If a Separately Manufactured Part Is Defective?***

Our Warranty does not cover defects in separately manufactured products not produced by TOUGHLITE. These products may be warranted by the individual manufacturers. A copy of their warranty, if available, has been included in your owner's packet.

### ***How Does State Law Relate to This Warranty?***

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.