

TRUCK EQUIPMENT SERVICE COMPANY
Lincoln, Nebraska

NEW TRAILER WARRANTY

TRUCK EQUIPMENT SERVICE COMPANY, LINCOLN, NEBRASKA ("TESCO"), as herein provided, warrants to the original purchaser from TESCO or an authorized TESCO dealer that the new trailer manufactured by TESCO will be free from defects in materials and workmanship in normal use and service for a period of three years from the date of delivery to the original purchaser.

This warranty does not cover tires, wheels, braking systems, landing gear, suspension components, springs, axles and axle components, brake linings, accessories, parts, or other equipment not manufactured by TESCO. If these items are warranted by the manufacturer or supplier thereof, and such warranty may be extended to the original purchaser, TESCO will make such warranties available.

In the event of a defect in material or workmanship covered by this warranty, TESCO, in its sole discretion, will:

- (a) Correct the defective work or replace the defective parts on a no-charge basis at the TESCO plant in Lincoln, Nebraska, or
- (b) Reimburse the original purchaser by paying a sum not exceeding the price charged by TESCO for such work or parts, or
- (c) Provide for repair of the defect or replacement of the defective parts by an authorized TESCO service shop.

TESCO, may at its option, require the defective part or trailer to be returned to TESCO's main plant, or a TESCO authorized service shop, as TESCO may determine. All transportation charges in connection with a warranty claim will be the sole responsibility of the original purchaser.

MISUSE, NEGLECT, OVERLOADING, OFF - HIGHWAY USE, UNAUTHORIZED REPAIR, ALTERATIONS, OR FAILURE TO PROVIDE NORMAL MAINTENANCE SHALL VOID THIS WARRANTY.

Weights, dimensions, capacities and other measures stated in connection with the new trailer are only estimates and are not covered by this warranty.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE NEW TRAILER AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To qualify for protection under the TESCO new trailer warranty, the original purchaser of the trailer must complete and mail the registration card to TESCO within ten days from the date of delivery of the trailer.

Any claim under this warranty must be made by the original purchaser directly to TESCO, 800 Oak Street, Lincoln, Nebraska 68521, within three years from the date of the delivery of the new trailer to the original purchaser. Claims received by TESCO after three years from the date of delivery will not be covered by the warranty. TESCO must approve the warranty claim before any repairs are undertaken. Any work performed without prior authorization from TESCO will not be covered by this warranty.

TESCO SHALL NOT BE LIABLE TO THE ORIGINAL PURCHASER OR ANY OTHER PERSON FOR ANY DAMAGES, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE FOR BREACH OF WARRANTY, FAILURE OR DELAY IN MAKING DELIVERY, OR FOR ANY OTHER CAUSE, EXCEPT AS SPECIFICALLY SET FORTH IN THIS WARRANTY. TESCO SHALL NOT BE LIABLE FOR ANY DAMAGES AS A RESULT OF CARGO LOSS, DOWN - TIME, DRIVER TIME, ROAD SERVICE, OR ANY OTHER TYPE OF LOSS DUE TO PERFORMANCE OF THE NEW TRAILER.