



PHETT WARRANTY

1. **What is Covered by This Warranty.** Capacity of Texas, Inc. (Capacity) warrants, to the original purchaser only, that the truck that is the subject of this sale is free from defects in material and workmanship. The duration of this warranty is as follows:
 - a. **DURA PLUS™** - As to the truck main frame and the Dura-Ride® frame, ten years from the date of delivery. (This refers only to Capacity Trucks with Dura-Ride frames)
 - b. **Rigid Frame Trucks** – As to the truck main frame, six years from the date of delivery. (This refers only to Capacity Trucks without Dura-Ride® frames)
 - c. As to all other parts and components, two years from date of delivery with unlimited hours.

If the purchaser discovers within the applicable period a defect in material or workmanship, it must promptly notify Capacity in writing. In any event such notification shall be received by Capacity, in the case a defect in the mainframe, no later than 73 months from date of delivery, and in the case of a defect in any other part or component, no later than 25 months from the date of delivery. Within a reasonable time after such notification, Capacity will correct any defect in material or workmanship with either new or used replacement parts, at Capacity's option. Capacity will pay for the costs of correcting defects as follows:

- d. For defects in the materials or workmanship of the mainframe, both parts and labor are at Capacity's expense.
- e. For defects in material or workmanship of all other parts and components discovered during the first twenty-four months from the date of delivery both parts and labor are at Capacity's expense.

All warranty work is subject to Capacity's prior examination and approval and will be performed by Capacity or at service centers designated by Capacity. All transportation to and from designated service center will be at the purchaser's expense and is not included as a cost of repair covered by this warranty. These remedies are the purchaser's exclusive remedies for breach of warranty.

2. **What is Not Covered by This Warranty.** Capacity does not warrant (a) Onan Generator Set, Axles, Tires, Batteries, or other components which are covered by the manufacturer of these components, (b) any products, components, or parts not supplied by Capacity, (c) damage caused by use of the truck for purposes other than those for which it was designed, (d) damage caused by accident or negligence of the purchaser or any third party or by disasters such as fire, flood, wind, and lightning, (e) damage caused by the purchaser's failure to provide normal maintenance as customarily accepted in the industry or as set forth in maintenance guidelines, (f) filters, belts, or other parts which are a part of normal maintenance replacement, (g) damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations, (h) damages caused by replacement of original parts or components with unauthorized substitutes, (i) damage during shipment or (j) any other abuse or misuse by the purchaser.
3. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LUE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. **Limitation of Remedies.** In no case shall Capacity be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the truck or any associated equipment, cost of capital, cost of any substitute truck, equipment, facilities, or services, downtime, the claims or third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limit on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.
5. **Warranty Claim Procedures.** The purchaser must notify Capacity of a warranty claim prior to any warranty work. Capacity will provide the purchaser with further instructions on how to proceed with such warranty claim. Any notice of a warranty claim and all other warranty correspondence must be sent to Capacity of Texas, Inc., Capacity Drive, Longview, Texas 75604. Capacity may designate new or additional addresses.
6. **Time Limit for Bringing Suit.** Any action for breach of warranty as to the mainframe must be commenced within 75 months following delivery of the truck. Any action for breach of warranty as to any other part or component must be commenced within 27 months following delivery of the truck.
7. **No Other Warranties.** Unless modified in a writing signed by both parties, this agreement is understood to be the complete exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of this truck) relating to the subject matter of this agreement. No employee of Capacity or any other party is authorized to make any warranty in addition to those made in this agreement.
8. **Warranty Registration.** This warranty is conditioned upon receipt by Capacity of a completed and signed customer acceptance card within 30 days of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to Capacity within the 30 days following delivery. The customer acceptance card must be on file for any warranty claim to be considered.