

Dejana Warranty

Dejana Truck & Utility Equipment Company, LLC (“Dejana”) warrants that the product components that Dejana manufactures (such components that are manufactured by Dejana are referred to herein as the “Products”) will be free from defects in workmanship and material for a period of one year from the date of delivery to the original commercial purchaser (the “Warranty Period”).

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS WARRANTY, DEJANA DOES NOT MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, ASSOCIATED WITH THE PRODUCTS AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Dejana is notified by the Purchaser of a breach of this Warranty within the Warranty Period, Dejana will either reimburse the Purchaser for the repair of the defective Products, replace the defective Products with a similar non-defective component, or refund the amount paid by the Purchaser for the defective Product. **Such reimbursement, replacement or refund (whichever remedy Dejana determines, in its sole discretion, to provide) will be Dejana’s sole obligation and the Purchaser’s exclusive remedy for any deficiency in the Product furnished by Dejana.** Such remedy shall not be available to the Purchaser (a) where a Product failure arises from or is caused by abuse, misuse, or intentional damage, (b) where a Product is subjected to abnormal use or used for a purpose for which it is not intended, (c) where a Product has not been maintained or otherwise used in accordance with Dejana’s instructions or any Product owner’s manual, or (d) for normal wear and tear. In addition, rental of vehicles or equipment, truck lettering, or any damage incurred to items not installed by Dejana is not covered by this Warranty. Any Products repaired or replaced under this Warranty are warranted only for the balance of the Warranty Period on the Product that was repaired or replaced.

The Purchaser must obtain a returned materials authorization number from Dejana prior to returning the defective Product to Dejana. Upon receipt of such authorization from Dejana, the Purchaser shall return the defective Products to Dejana, at the Purchaser’s expense and risk of loss, with the appropriate warranty forms and information supplied for the claim to be processed. If Dejana selects the reimbursement remedy, the Purchaser must obtain authorization from Dejana in writing prior to the Purchaser repairing the Product.

CORPORATE HEADQUARTERS
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DEJANA[®]
Truck and Utility Equipment

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS WARRANTY OR OTHERWISE, DEJANA MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR COMPONENTS OF THE PRODUCTS THAT ARE NOT MANUFACTURED BY DEJANA (“Non-Dejana Components”). Dejana shall assign to the Purchaser any assignable warranties of the manufacturer of the Non-Dejana Components sold by Dejana to the Purchaser as in effect on the date of delivery of such Non-Dejana Components to the Purchaser, to the extent permitted by such warranties and applicable law. During the one (1) year period commencing on the date of delivery of the Non-Dejana Components to the Purchaser, Dejana will use commercially reasonable efforts to pursue warranty claims with the relevant manufacturer on behalf of the Purchaser. Credits for these items will be issued only after receiving credit from those manufacturers.

UNDER NO CIRCUMSTANCES, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY, SHALL DEJANA BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS PROFITS, RENTAL COSTS, LOSS OF REPUTATION, LOSS OF GOODWILL, DAMAGES TO PROPERTY DAMAGE, OR ECONOMIC LOSSES, REGARDLESS OF WHETHER SUCH LOSSES WERE FORESEEABLE OR WHETHER DEJANA WAS MADE AWARE OF THE POSSIBILITY OF SUCH LOSSES.

This Warranty supersedes all previous warranties, oral, written, or implied; any modification to this Warranty not authorized by Dejana in writing has no force or effect.