

# ***WARRANTY***



# WARRANTY

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## Manufacturers Limited Warranty

### ⇒ WARRANTY COVERAGE

New products manufactured by Heritage Truck Equipment, Inc. (hereafter "Heritage") are warranted for a period of twelve (12) months from the date of invoice or delivery to the end user or eighteen (18) months from the date of delivery to a dealer (whichever is first). The warranty is non-transferable and warrants the installation of parts or products to be free of defect in material or workmanship, under proper use and service.

Heritage's obligation under this warranty is limited to, and the sole remedy of any such defect shall be the repair or replacement (at Heritage's option) of unaltered products, components, or parts returned to Heritage, provided such defect occurs within the above stated warranty period and is reported within one (1) week of its occurrence.

If field service, at the request of the purchaser, is rendered and fault is found not to be a result of defective material or Heritage workmanship as warranted herein, the purchaser shall pay the time and expense of the field repair.

Heritage reserves the right to see or inspect any Heritage manufactured product before warranty service is provided.

### ⇒ IMPLIED WARRANTY EXCLUDED

This warranty does not include or supersede any warranty provided by a manufacturer of a part or product. Heritage hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness of a particular purchase, and the seller neither assumes nor authorizes any other person to assume for it any liability for or in connection with the sale of said parts or products.

### ⇒ ITEMS EXCLUDED

All parts or products not manufactured by Heritage are warranted by their respective manufacturer. The above warranty does not include or supersede any warranty for their products. For warranties on parts or products not manufactured by Heritage, the warranty procedures of the manufacturer must be followed. In most cases, this requires the parts in question to be returned to the manufacturer for evaluation before any warranty claim can be processed. In this case, the invoice for the warranty will be treated as a C.O.D. invoice for all customers and must be paid in full before delivery of the equipment in question. When the warranty claim is resolved with the manufacturer, the proper credit will be made to the customer's account. For customers with an open credit account, a credit will show on their account. This credit is not redeemable for cash. For customers without an open account, the proper refund will be issued. In the cases where the manufacturer's warranty does not cover labor, or only a partial credit is issued, the items (labor and parts) not covered on the warranty will be collected from the customer.

### ⇒ WARRANTY CLAIMS

Warranty claims must be submitted and processed in accordance with Heritage's established warranty claim procedure.

### ⇒ WARRANTY SERVICE

Warranty service will be performed by Heritage. At the time of requesting warranty service, evidence of the original date of invoice and delivery must be presented.

### ⇒ WARRANTY ANNULMENT

All obligations of Heritage shall be null and void:

1. If equipment has been operated beyond the factory recommended maximum capacity.
2. If failure or damages are incurred through neglect, lack of, or improper maintenance, misuse, accident, or through any other cause beyond the control of Heritage.
3. If equipment has been altered or repaired by others without first obtaining written authorization from Heritage, or if repairs were completed outside written guidelines provided by Heritage.

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## ⇒ CONSEQUENTIAL DAMAGES

The only remedies the purchaser has in connection with the breach or performance of any warranty on Heritage products are those set forth above. In no event will Heritage, any company affiliated with Heritage, or any distributor of Heritage products, be liable for business interruptions, loss of sales and/or profits, rental or substitute equipment, towing, costs of delay or for any other special, incidental, or consequential losses, costs, or damages. Purchaser assumes all liability for all personal injury and property damage resulting from the handling, possession, or use of the products by the purchaser.

## ⇒ REPRESENTATIONS EXCLUDED

Heritage products are subject to no express, implied, or statutory warranty other than herein set forth, and no agent, representative, or distributor of Heritage has any authority to alter the terms of this warranty in any way whatsoever or to make any representations or promises, express or implied, as to the quality or performance of Heritage products other than those set above.

## ⇒ WARRANTY CLAIM PROCEDURE

***To obtain warranty service for your Heritage Truck Equipment product, please follow this procedure carefully.***

Customers must notify Heritage's Warranty Department immediately upon becoming aware of a possible warranty claim with a product. Notification must be prior to any alteration or repair of that products. Heritage can be reached via telephone number (330) 699-4491, email at [customerservice@heritagetruck.com](mailto:customerservice@heritagetruck.com), or by mail at 661 Powell Ave, Hartville, Ohio 44632.

At the time of requesting warranty service, any applicable serial numbers must be supplied with the claim. Dump body serial numbers can be found on the front, bottom, driver's side of the bulkhead, or on the front, bottom, driver's side of the wall. A warranty claim number shall be issued to each claim that must be used in all future correspondence related to that warranty claim.

This warranty is expressly limited to the replacement or repair, at Heritage's option, at a place Heritage may designate. Warranties for parts, products, or labor sold by Heritage must normally be performed at Heritage. However, in the rare case in which Heritage will allow for the repairs to be made at another location, the following procedure must be followed or any and all warranty claims will be denied without cause.

- Before any work can begin, the repairing company must obtain authorization from Heritage for any and all work to be performed.
- A warranty authorization number must be obtained from Heritage.
- The warranty authorization number must be included on all work orders and invoices submitted to Heritage for payment.
- Should new parts be required, Heritage must be notified and given the opportunity to either send parts for the repair or direct the repairing shop to the place of Heritage's preference for parts purchasing.
- Pricing for any labor and/or parts must be approved by Heritage before any work is performed.
- All parts and materials removed or replaced must be returned to Heritage freight prepaid before any claim will be processed.
- All shop labor will be calculated at a flat rate of \$80.00 per hour, subject to change, unless otherwise approved by Heritage.
- Any part of an invoice for work not authorized by Heritage before work has begun will be denied warranty coverage.

In case of any parts failure, the customer may be required to return the failed component to Heritage for evaluation. Heritage's only obligation is to repair or replace, at its discretion, free of charge, any part of the product that its inspection shows to be defective.

Upon notice of a claim and upon receipt of all necessary information, the claim shall be evaluated, and results of the evaluation shall be promptly communicated to the customer.

Claims requiring repair or rework by Heritage, or an authorized Heritage service center must be repaired or reworked within sixty (60) days of claim authorization. After sixty (60) days, warranty claims will be closed. Repairs, rework, and invoices dated after sixty (60) days from initial authorization will be the sole responsibility of the customer.