Autocar Industries, LLC

LIMITED WARRANTY CERTIFICATE – U.S. AND CANADA

Xspotter Terminal Tractor – Effective January 1, 2018

THIS DOCUMENT CONSISTS OF TWO PAGES.
PLEASE READ THE IMPORTANT PROVISIONS ON BOTH PAGES OF THIS DOCUMENT.

Autocar Industries, LLC (Autocar) warrants each new Autocar Xspotter terminal tractor under original ownership and operated exclusively in the 50 states of the United States of America and in Canada and placed in service in or after 2018 (Terminal Tractor) to be free from material defects in materials and workmanship **upon the conditions, as limited and as otherwise set forth below and on the second page of this document** (Limited Warranty).

1. Warranty Periods (subject to Limitations and Exclusions below and on Page 2)

A. All warranty periods begin on the date and at the mileage/hours-in-service when the Terminal Tractor is placed in service.

B. **BASIC WARRANTY TERM:** 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first.

C. **AXLE WARRANTY TERM:** No less than 12 months, 100,000 miles/161,000 kilometers or 3,000 hours-in-service, whichever occurs first. Certain components may be warranted by the manufacturer for longer terms. Refer to the manufacturer's warranty documentation or contact the manufacturer or Autocar for additional information.

D. **MAINFRAME WARRANTY TERM:** Seven years, if and only if during such seven-year period: (i) the Terminal Tractor is used solely by the original owner; (ii) the defect cannot be attributed to lack of routine maintenance; (iii) the Terminal Tractor has not been involved in an accident; (iv) the Terminal Tractor is being used in the original approved application as reflected in the final order configuration; (v) the Terminal Tractor has not been used in excess of its original specifications; and (vi) the original structure of the mainframe has not been modified, welded-on, cut-into or drilled-into.

E. **CAB CORROSION AND PAINT WARRANTY TERM:** 24 months, 200,000 miles/322,000 kilometers or 6,000 hours-in-service, whichever occurs first, subject to the exclusions set forth in subsection (L) under Section 4, Exclusions, on page 2 of this Limited Warranty.

F. **TIRE AND EMISSIONS WARRANTY TERM:** Please see the Emission Control System Components Warranty Disclosure.

2. Autocar's Obligations and Discretion

A. Autocar's obligations are limited to the repair or replacement, at its sole option, of parts or components of the Terminal Tractor which are determined by Autocar in its sole discretion to be defective. At Autocar's option, parts or components may be replaced with rebuilt parts or components. Replaced parts or components are the property of Autocar.

B. Warranty repairs and replacements performed by an authorized Autocar distributor or authorized repair facility in accordance with the terms of this Limited Warranty are free of charge to the original owner of the Terminal Tractor.

3. Limitations

A. This Limited Warranty is not extended for any time out of service for repairs.

B. This Limited Warranty covers only defects which are brought to the attention of an authorized Autocar distributor or authorized repair facility promptly upon discovery.

C. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY AUTOCAR FOR YOUR TERMINAL TRACTOR. AUTOCAR ASSUMES NO OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH YOUR TERMINAL TRACTOR OR YOUR VEHICLE. AUTOCAR DOES NOT AUTHORIZE YOUR SELLING DEALER, YOUR BODY MANUFACTURER OR ANY OTHER PERSON OR ENTITY TO ALTER, AMEND, EXPAND, EXTEND OR OTHERWISE CHANGE THIS LIMITED WARRANTY IN ANY MANNER.

D. AUTOCAR IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES YOU MAY CLAIM AS A RESULT OF THE USE OF YOUR TERMINAL TRACTOR, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, DOWNTIME EXPENSES AND ANY OTHER COMMERCIAL LOSSES.

E. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO

IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH IMPLIED WARRANTIES ARE EXPLICITLY DISCLAIMED.

F. Autocar reserves the right to make changes at any time in the design, materials and specifications of the Terminal Tractor and has no obligation to make similar changes or updates in Terminal Tractor manufactured previously.

G. Autocar will not be responsible for warranty claims, product liability claims or the cost of recall actions resulting from improper alterations, modifications, conversions or installations performed by third parties engaged by the selling dealer or the original owner.

4. Exclusions (items NOT covered by this Limited Warranty)

A. **ENGINE, BATTERIES AND TRANSMISSION:** The engine, batteries and transmission are not covered by this Limited Warranty and are warranted by their respective manufacturers.

B. **DAMAGE:** Damage due to accidents, misuse, negligence, improper operation, storage or transport, operation at excessive speeds, loading beyond the factory rated load capacity, failure to promptly bring a defect to the attention of an authorized Autocar distributor or authorized repair facility immediately upon discovery and improper or insufficient required maintenance.

C. **APPLICATION:** Problems with configuration for the Terminal Tractor' application, including but not limited to incorrect axle or transmission gear ratios, failures caused by operation in excess of factory-rated load capacities or failures caused by use in a manner for which the Terminal Tractor was not intended. The selling dealer has responsibility for determining and documenting the correct use and application of the Terminal Tractor by the owner in the final order configuration. Autocar must have access to all data stored in all electronic control modules of the Terminal Tractor; denial of access may result in loss of warranty coverage.

D. **ENVIRONMENTAL DAMAGE:** Damage to parts made out of cloth, leather, wood, rubber, synthetics, paint or chrome which have been exposed to the elements or chemicals, including but not limited to road salts, industrial fall-out or improper cleaners, polishes or waxes.

E. **GLASS:** Glass breakage and scratches (unless proof of material defect is established to Autocar's reasonable satisfaction).

F. **SEVERE SERVICE:** Failure due to severe service of suspension parts, including but not limited to rubber bushings, torque rod bushings, spring pins and bushings.

G. **ALTERATIONS:** Any Terminal Tractor repaired, maintained or altered in any manner inconsistent with Autocar service policies and procedures or by a third party other than an authorized Autocar distributor or authorized repair facility.

H. **OTHER EQUIPMENT:** Failure, damage or defects caused by, and repairs and replacements necessitated by, improper conversion or installation of components or equipment by third party manufacturers, converters or suppliers, including without limitation modification of the Terminal Tractor, or modification or removal of a component, in violation of Federal Motor Vehicle Safety Standards, if applicable.

I. **WEAR AND TEAR AND ROUTINE MAINTENANCE:** Routine maintenance, including but not limited to replacement of oil filters, adjustments of the engine, injection pump, transmission, brakes and linkages, and all related adjustments, diagnoses and tests. Parts normally consumed or worn out during a vehicle's normal service life and customarily replaced during routine maintenance, including but not limited to bulbs (except LED), fuses, brake and clutch linings, bushings, belts and wiper blades are not covered after the first 30 days of the term of this Limited Warranty.

J. **ALIGNMENT:** Alignment of axles and balancing of tires, including but not limited to changing of axle camber, caster, toe and thrust angle settings.

K. **NON-GENUINE PARTS:** Any Terminal Tractor repaired by use of parts, accessories, assemblies and exchange units which are not genuine Autocar replacement parts.

L. **CAB STRUCTURE, CORROSION AND PAINT:** Structural defects, corrosion or paint damage that occur in areas of the cab and panels that have been previously damaged, repaired, altered or modified are not covered. Corrosion coverage is limited to metal perforation and holes; surface corrosion is not covered. Ordinary wear and tear of paint, including chips and fade, is not covered. Damage caused by environmental factors, chemicals or failure to clean and maintain the cab is not covered.

M. **ALTERED ODOMETER READING:** Any Terminal Tractor on which the odometer has been disconnected or the mileage reading has been altered.

N. **MISCELLANEOUS EXPENSE:** Road service, towing, rental expenses, meals, lodging, telephone calls, travel time, loss of cargo, downtime, shop supplies, lube oil, lubricants, sealers, anti-freeze, filter elements and labor performed by parties other than an authorized Autocar distributor or authorized repair facility.

O. **ADDITIONAL COMPONENTS:** Accessories, components or parts that are not installed by Autocar or an authorized Autocar distributor or authorized repair facility.