

TIMPTE "PEACE OF MIND" LIMITED WARRANTY

Subject to the following paragraphs and warranty schedule, Timppte, Inc. warrants the **First Purchaser*** from Timppte, or from an authorized Timppte dealer, that a new bulk commodities trailer manufactured by Timppte, used in Normal Service**, will be free from defects in materials and workmanship for the period of **THREE YEARS** from the date of delivery to the **First Purchaser*** except as listed in the exceptions below.

Axle Alignments

Axle alignment inspections will now be provided under the warranty policy for 1 year (12 months) from In-Service Date for ALL suspensions. This service must be provided by one of the following::

- a) Timppte Branch
- b) Timppte Contracted Dealer
- c) Independent Shop - up to \$100 (tandem) or \$150 (tri-axle)
- d) Per manufacturer's recommendation
 - Spring Ride Suspension - within the first 30 days of use is recommended
 - Air Ride Suspension - within the first 90 days of use is recommended

Tires

Timppte provides no warranty coverage on the tires. They are covered under a separate manufacturer's warranty.

1 Year Coverage - Parts & labor covered

- Tarps
- Coating on steel parts
- Pneumatic Vibrators

5 Year Coverage - Parts & limited labor covered

- Landing Legs
- Axles
- Wheels
- Two Speed Gear Boxes
- Spring Ride Suspension Components
- Hub & Drum
- Auto slack Brake Adjusters

7 Year Coverage

- Wiring harness (Parts and labor covered for 3 Years – parts only coverage thereafter through year 7).

10 Year Coverage

- LED lights (Parts and labor covered for 3 Years – parts only coverage thereafter through year 10).

Lifetime Coverage

- Trap Door Roller Bearings, model year 2017 only (Parts and Labor covered for 3 years – Parts only thereafter.)

This warranty does not cover items that need periodic adjustment as part of normal maintenance such as but not limited to; trap door adjustment and wheel bearing end play adjustment. This warranty does not cover any goods which are not defective, but which wear out and have to be replaced during the warranty period, including for example, but not limited to tires, brake linings, brake drums, lubricants, wheel flaps, seals, grommet mountings, wire ties, circuit breakers, and the like.

Timpte reserves the right to change or clarify the warranty coverage at any time. Contact the Timpte Warranty Administration Group at 402-367-3056 for any specific questions on coverage.

This warranty does not cover purchased components, attachments, or accessories, whether acquired from or provided by a Timpte dealer, Timpte branch, or any other party, that are not in accordance with the factory-level standard specifications.

WARRANTY EXCLUSIONS

Misuse, neglect, overloading, improper loading, failure to follow any recommended loading or operating instructions, failure to follow specified maintenance procedures and intervals, unauthorized repair or structural modifications or failure to provide normal maintenance shall void this warranty in its entirety.

This warranty does not cover purchased components, attachments, or accessories, whether acquired from or provided by a Timpte dealer, Timpte branch, or any other party, that are not in accordance with the factory-level standard specifications.

All warranty work must be approved by the Timpte Warranty Department prior to any work being performed.

CUSTOMER RESPONSIBILITIES

The **First Purchaser*** shall regularly inspect and check the trailer and follow all recommended maintenance procedures and intervals.

The **First Purchaser*** shall contact the Timpte Trailer Warranty Department immediately at 402-367-3056 upon detection of any perceived defect in the materials or workmanship. **Any continued use of the trailer after discovery of a defect that could in any way aggravate the defect or otherwise damage the trailer will void the warranty on that part of the trailer.**

Absolutely no work should be performed to the trailer prior to receiving authorization as evidenced by a valid claim number, from the Timpte Warranty department. Any work performed prior to receiving authorization will not be covered under warranty.

The **First Purchaser*** shall comply with the instructions of the Warranty Department related to a claim within 30 days of the date of those instructions or the warranty on that part of the trailer is voided. The Timpte Warranty Department will issue a claim number as authorization for approved warranty repair. Timpte will not pay for any warranty work that was performed without a valid claim number. All transportation charges in connection with a warranty claim will be the sole responsibility of the **First Purchaser***.

The **First Purchaser's*** sole and exclusive remedy against Timpte, arising from the purchase and use of the trailer, is limited to repair or replacement of defective materials and workmanship, as provided herein.

TIMPTE MAY AT ITS OPTION REQUIRE THAT THE DEFECTIVE PART OR TRAILER BE RETURNED TO A TIMPTE FACILITY OR A TIMPTE AUTHORIZED SERVICE SHOP, AS TIMPTE MAY DETERMINE.

ALL WARRANTY WORK MUST BE PERFORMED AT THE LOCATION DESIGNATED OR APPROVED IN ADVANCE BY TIMPTE AND TO THE SPECIFICATIONS DICTATED BY TIMPTE.

*** "First Purchaser" means the first purchaser in good faith for a purpose other than resale.**

**** "Normal Service" means the loading and transportation of uniformly distributed legal loads of properly secured, noncorrosive cargo, in accordance with any applicable factory instructions and in a manner which does not subject the trailer or parts of the trailer to (a) concentrated loads; (b) loads in excess of the Gross Axle Weight Rating (GAWR) or Gross Vehicle Weight Rating (GVWR) stated on the Certification Plate affixed to the trailer by Timpte; and (c) accidental damage, or (d) stresses, impacts or shocks greater than those commensurate with normal, reasonable lawful use.**

***** "Normal and Customary Charges" are a sum not exceeding the price charged by Timpte for such work.**

LIABILITY LIMITATIONS

TIMPTE SHALL NOT BE LIABLE TO THE FIRST PURCHASER* OR ANY OTHER PERSON FOR ANY DAMAGES, DIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE FOR BREACH OF WARRANTY, FAILURE OR DELAY IN MAKING DELIVERY, OR ANY OTHER CAUSE, EXCEPT AS SPECIFICALLY SET FORTH IN THIS WARRANTY. IN NO EVENT WILL TIMPTE'S CUMULATIVE LIABILITY FOR BREACH OF THIS WARRANTY EXCEED THE PRICE CHARGED BY TIMPTE FOR ANY PART TO BE REPLACED PLUS NORMAL AND CUSTOMARY CHARGES *FOR REPAIRS TO BE MADE UNDER THIS WARRANTY.**

WITHOUT LIMITING THE FOREGOING, TIMPTE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER AS A RESULT OF CARGO LOSS, DOWNTIME, DRIVER, ROAD SERVICE, TOWING EXPENSE, TIRE REPAIR SERVICE, LOSS OF PROFIT, RENTAL OR SUBSTITUTE EQUIPMENT OR ANY OTHER TYPE OF LOSS DUE TO TRAILER PERFORMANCE. PREMIUM LABOR RATES (I.E. OVERTIME, SERVICE CALLS, ROAD SIDE/MOBILE SERVICE) WILL NOT BE PAID FOR WARRANTY REPAIRS.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO TIMPTE BULK COMMODITIES TRAILERS AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TIMPTE'S OBLIGATION

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

- Correct the defective work or replace the defective parts at Timppte's factory or at a Timppte Branch or dealer assigned by Timppte.
- Or reimburse the **First Purchaser*** by paying a sum not exceeding the price charged by Timppte for such work or part,
- Or provide for repair of the defective parts by an authorized Timppte service facility,
- Or supply a replacement part to the **First Purchaser***, who will install it at his own expense.

To file a claim or if you have any questions concerning this warranty, contact the Timppte Warranty Department at:

Timppte, Inc.
1827 Industrial Drive
David City, NE 68632
402-367-3056

Filing a Warranty Claim

To file a warranty claim with Timpte Trailer Co. pursuant to the Timpte Limited Warranty – contact the Warranty Department at Timpte Trailer Co. at 402-367-3056 or write; Timpte Trailer Co.

Warranty Department
1827 Industrial Drive
David City, NE 68632

When filing a warranty claim several steps can be taken to aid the quick response to your request.

1. **Have the Serial Number of the Trailer** – Everything is registered and logged off of the serial number. (Last six of the VIN#)
2. **Know the In-Service Date** – This will help in determining what warranty coverage is available per the Timpte Limited Warranty.
3. **Have contact information available** – The correct name of the owner, address and phone numbers are important to aid in the confirmation process and timely transfer of information.

Timpte Facilities

Timpte Parts/Service & Sales Branches:

Timpte Trailer Co.
2801 23rd Avenue
Council Bluffs, IA 51501
800-654-0636

Timpte Trailer Co.
2225 Howard Drive West
North Mankato, MN 56003
800-334-2096

Timpte Trailer Co.
3416 South 16th St.
Aurora, NE 68818
888-256-4884

Timpte Trailer Co.
Sioux Falls, SD
25768 Cottonwood Ave
Sioux Falls, SD 57107
605-543-5160
800-424-8099

Timpte Trailer Co.
5368 Hutton Drive
Urbana, IA 52345
866-865-0992

Timpte Trailer Co.
160 West Progress Drive
Princeton, IL 61356
866-875-6509

Timpte Trailer Co.
2312 West Market St.
Bloomington, IL 61705
309-820-1095

Timpte Sales Branches:

Timpte Trailer Co.
De Forest, WI
4334 Daentl Rd.
608-241-4955
Cell 402-779-1020

Timpte Trailer Co.
Sioux City, IA
4325 South York St.
712-389-4670

Timpte Trailer Co.
Mt. Pleasant, IA
1615 North Broadway St.
319-986-2080
866-986-5990

Locations for Timpte Dealers can be found on the Timpte Website - www.timpte.com