

Brooks Brothers Trailers, a Division of Moran Welding, Inc., the manufacturer, warrants to the original purchaser of any new Brooks Brothers equipment, including all equipment and accessories thereon (except tires and batteries), supplied or manufactured by Brooks Brothers to be free from defects in material and workmanship under normal use and service during time limits and subject to the limits and exclusions hereinafter set forth.

LIMITATIONS – TIME

This warranty applies to the entire machine (except tires and batteries) for a period of 36 months of use, from the date of purchase and delivery to the original purchaser.

MANUFACTURER'S OBLIGATION

Brooks Brothers Trailers' obligation under this Warranty is limited to repairing or replacing, at its option, any part or parts which are returned to Brooks Brothers Trailers place of business and which examination shall disclose to Brooks Brothers reasonable satisfaction to have been defective in material or workmanship. Such repair or replacement shall be performed by a Brooks Brothers Trailers representative at its place of business without charge.

EXCLUSIONS

This warranty shall not apply to:

- 1. Any tires placed on any Brooks Brothers equipment. Tires are covered by the tire manufacturer's guarantee, and should you have any difficulty with the tires that come on your new Brooks Brothers trailer you should immediately contact a local representative of the tire manufacturer in your area in order to assure proper adjustment in accordance with their manufacturer's guarantee, or
- 2. Any part of any equipment which has been subject to misuse, negligence, alteration or accident, or which shall have been repaired outside of an authorized Brooks Brothers dealer's place of business, so as in any way, in the reasonable judgment of Brooks Brothers, to affect adversely its performance and reliability. This also includes loose lug nuts, which are tightened properly before leaving Brooks Brothers facilities and should be checked for tightness regularly.
- 3. Any loss of time, inconvenience, loss of use of equipment, storage, towing, or other matters not specifically included.
- 4. Any replacement of maintenance items in connection with normal maintenance services.
- 5. If Gross Vehicle Weight Rating has been exceeded.

SOLE WARRANTY

This warranty is the only warrant applicable to the equipment and is expressly given in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.