

MAC TRAILER ENTERPRISES  
14599 COMMERCE ST.  
ALLIANCE, OH 44601  
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Effective 1/1/ 2019

**MAC FIVE YEAR LIMITED WARRANTY  
PNEUMATIC TANKER MODEL**

MAC Manufacturing, Inc. warrants each new trailer manufactured (hereinafter referred to as the equipment) to be free from defects in materials and workmanship, provided the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices, with loads that not **above operating temperatures or pressures**, and with loads not exceeding the manufacturer's rated capacity.

Vessel tank, platform frame structure, sub-frame or frame parts of the equipment found to be defective within the warranty periods shall be repaired or replaced (at MAC's sole discretion as set forth below) at MAC's factory or an authorized dealership, provided however, the purchaser notifies MAC or an authorized dealership as soon as any defect becomes apparent. The period of the warranty is pro-rated for five years from date of delivery of the purchased equipment and MAC shall bear only that portion of the cost of repairing or replacing defective parts of the equipment. MAC will review the costs for labor and notify the coverage allowance.

**Component warranty:** Any parts not manufactured by MAC Manufacturing, inc. will carry their own warranties and are carried out according to their own individual component warranties. For example: axles, rims, hubs, suspensions, landing gear, wheels, hydraulic cylinders, brakes, valves, air bags, shock absorbers, tarps and etc. to name a few have their own warranties. Special requested options will fall under review the first year.

**Axle and/or suspension alignment:** MAC Manufacturing, Inc. or authorized dealership must be called within 30 days after delivery.

**Paint:** 12 month limited warranty on workmanship and material. Surface corrosion caused from stone chips, scratches or reverse impact are not included in the warranty .

This warranty does not enlarge upon, expand, or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories. The purchaser agrees to return the defective equipment or parts to MAC's factory location, freight prepaid, within ten days after the defective condition is discovered.

This warranty also excludes the following: normal wear, tear and deterioration of the equipment, maintenance items including, but not limited to, light bulbs, brake linings, drums, springs, oil seals, paint and bearings, used equipment sold "as is", equipment that has been repaired, replaced or altered by someone other than MAC Manufacturing, Inc.

MAC and purchaser agree that in consideration of the above expressed warranty, all other warranties other than title, either expressed or implied, whether arising under law or equity including warranties of merchantability and fitness for a particular purpose are excluded from the contract, further, the foregoing warranty is made solely to the first purchaser from MAC or from an authorized dealership.

This sole liability of MAC and exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, on warranties or otherwise shall be limited to the cost of repair or replacement of defective parts as herein specified. Further, MAC's maximum liability hereunder arising from any cause whatsoever, including but not limited to breach of contract price of the equipment furnished or parts of repairs made by others. In no event shall MAC be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than MAC or an authorized dealership.

**Consequential damages:**

Notwithstanding any other provision of this agreement, in no event shall MAC be liable whether arising under contract, tort (including negligence) or otherwise for loss of use of capital or revenue, cost of money, claim of customers, nonoperation or increased expense or operation cost of purchase or replacement equipment, loss of anticipated profits, damage to loads or contents of equipment, transportation expenses due to repairs, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

VIN \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_

MODEL \_\_\_\_\_

DATE \_\_\_\_\_