

JOMAC LTD.
182 Scio Rd. Carrollton, Ohio 44615
Phone: (330) 627-7727
Fax: (330) 627-2508

10 YEAR LIMITED WARRANTY - BODY

1. JOMAC LTD., Carrollton, Ohio 44615 hereby warrants against defects in material and workmanship on the structure of the body fabricated by JOMAC LTD. for 10 years to the original purchaser.
2. Excluded from the JOMAC LTD. warranties are seals and not limited to sealant, windows. Custom fabricated parts and assemblies built per customers request are not warrantied unless cost for engineering is approved by customer and invoiced. Further, JOMAC LTD. does not warrant components warranted by any individual supplier. See Paragraph 7.
3. Paints and clear coats used on the body fabricated by JOMAC LTD. are guaranteed for one (1) year from date of purchase for the original purchaser.
4. The JOMAC LTD. structure warranty will only be honored if the product is returned to JOMAC LTD. at owner's expense. Any structural repairs that need to be performed must be performed at first indication of any problem. Reasonable notification and time must be allowed for performance of all warranty repairs. Equipment not installed by JOMAC LTD. must be installed according to factory mounting procedures and the proper hardware used. Equipment not mounted by JOMAC LTD. must meet or exceed Department of Transportation requirements.
5. Any service charges, towing charges, transportation charges, or shipping charges are the responsibility of the purchaser and will not be paid by JOMAC LTD. Loss of time, inconvenience, lost of use, rental of substitute equipment, loss of revenues or other commercial loss is not covered by this warranty.
6. The warranty is void if the product has been abused, overloaded, neglected, misused, altered or made to perform beyond the normal use for which the product was intended. Body bolts must be checked within the first 1000 miles of use and checked as a regular maintenance item thereafter. Contact JOMAC LTD. reserves the right for final determination whether or not the product has been misused or abused by the original purchaser.
7. Warranty claims must be pre-approved by JOMAC Ltd. Warrantied parts must be returned to JOMAC for inspection prior to allowance for the claim. Distributor labor claims will be allowed based on an allocated time to repair set by JOMAC Ltd. at JOMAC's labor rate.
8. Certain individual components are warranted by the supplier for their products and such products are covered under suppliers separate warranty. Warranties pertaining to individual components are to be resolved with individual suppliers. Suppliers separate warranties include, but are not limited to: cab and chassis; hinges; hardware; latches; locks; hardware; lighting

components and D-rings.

9. Mediation – In the event of any dispute between JOMAC LTD. and original Purchaser as to the quality of construction, quality of materials, contract disputes or similar disputes as to the construction, the parties shall endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its warranty mediation rules. Notices of the demand for mediation shall be filed with a copy of this warranty with the American Arbitration Association and to the other party to this warranty. The site for the mediation shall be Carrollton, Carroll County, Ohio.

10. Arbitration – In the event the issues cannot be resolved by mediation, then any claims or disputes arising out of this Warranty or the alleged breach there under shall be settled by **mandatory and binding** arbitration in accordance with the Arbitration Rules of the American Arbitration Association unless both parties mutually agreed otherwise. Notices of the demand for arbitration shall be filed with a copy of this Warranty with the American Arbitration Association and the other party to this Warranty. The site for the arbitration proceeding shall be Carrollton, Carroll County, Ohio.

11. By agreeing to arbitration, all parties waive their right to court or jury trial. All claims, including cross claims and counterclaims, must be brought in the arbitration or are waived. It is understood that the arbitration will be administered by said arbitration association and will include the use of its arbitrators. The arbitrator shall have actual experience with the sale of the type of property being sold pursuant to this Warranty. All issues of arbitrability shall be determined solely by the arbitrator. All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney's fees. All incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this warranty. Any and all disputes shall be venued, heard and decided in Carrollton, Carroll County, Ohio.

Serial number _____ Model _____

Dealer name _____ Purchase date _____

To validate your warranty, return the warranty card below within fifteen (15) days of the purchase date of the product.

Serial # _____

Model _____

Dealer name _____

Purchase date _____

Customer name _____

Address _____

Intended use of product (Be specific) _____

I have read the above warranty and understand its provisions.

Signed _____ Date _____