Division of Pitts Enterprises

Certificate of Warranty

New Truck Trailers

Dorsey Trailer ("Dorsey") warrants to the first purchaser ("the Purchaser") of a new truck trailer (hereinafter referred to as "trailer") manufactured by Dorsey that each such new trailer will be free from defects in material and workmanship, provided that the trailer (i) is operated for normal commercial use, (ii) Is periodically serviced in accordance with ordinary commercial standards, (iii) is used to carry loads not exceeding the manufacturers rated capacity, and (iv) is loaded with the weight equally distributed. The foregoing warranty is effective from the date of purchase for the period of: (i) limited three years for van models, (ii) limited five years platform models, (iii) one year for chip van models, (iv) one year for extendable models, (v) one year for custom models, (vi) one year on chassis models, and (vii) six months on hydraulic and solenoid components.

THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER OF A NEW TRUCK TRAILER FROM DORSEY OR DORSEY'S AUTHORIZED DEALER AND IS MADE IN LIEU OF OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, NO EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH ABOVE IS MADE BY DORSEY FOR EACH SUCH NEW TRUCK TRAILER.

"Normal commercial use" means use of the trailer (i) for commercial use, (ii) in the manner and for the purpose for which it was designed and purchased, (iii) within gross vehicle rating (GVWR) and gross axle rating (GAWR) as specified on the trailer's vehicle identification plate, and (iv) with commercial loads properly attached and not causing any strains on the trailer greater than those experienced on well maintained public roads while operated lawfully. "Normal commercial use", shall NOT include use with loads that are chemically incompatible with any of the materials of which the trailer is constructed.

Main frame - Limited Five Year - - - - Tail Roller/Pop Up Roller - 1 Year Warranty - - - - Suspension - See Manf. Warranty - - - Paint - 1 Year - - - Alignment - 30 Days

ALL WARRANTIES MUST BE PRE-APPROVED BEFORE ATTEMPTING ANY REPAIRS OR VOIDS WARRANTY CLAIM. OVERLOADING, NEGLECT, MISUSE, UNAUTHORIZED REPAIR, ALTERATIONS, OR FAILURE TO PROVIDE NORMAL MAINTENANCE SHALL VOID WARRANTY.

Dorsey neither expresses nor implies any warranty at all with respect to:

1. any trailer no longer owned by the Purchaser;
2. any trailer sold which, after its purchase from Dorsey, or Dorsey authorized dealer, is repaired or altered outside of Dorsey's factory or branch in any manner not approved in writing, or which has been subject to misuse, neglect, or accident;
3. any used trailer sold by Dorsey or any other person;
4. any parts or materials used by Dorsey in manufacturing a new trailer which wear out and require replacement within the warranty period specified above. Such parts or materials include (but are not limited to) brake drums, brake linings, brake actuation components, oil and oil seals, bearings, paint, tires, wood floors, and electrical components, light bulbs, electrical receptacle, paint and coatings, return springs, equalizer, torque rod and camshaft bushings, camshafts, slack adjusters, springs, slider pads, wheel bearings, rim clamps and studs, gaskets and sealers, and all types of interior lining, floors, and the like also;
5. parts and accessories may carry warranties of their respective manufacturers. At the Purchaser's written request, Dorsey will supply the Purchaser with any information it possesses concerning the warranties on parts and accessories and the identity and location of their respective manufacturers or of any other person with respect to the parts and accessories;
6. customer furnished used parts for installation in new trailers;

By Dorsey's delivery of this warranty and Purchaser's acceptance hereof in connection with the purchase of a new trailer, Dorsey and the Purchaser agree as follows:

1. that Dorsey shall not be liable for damage to cargo or for any consequential damages arising from or alleged to arise from the purchase covered by this Warranty or from the Warranty itself, whether arising from or alleged to arise from Purchaser's inability to use trailer commercially, from interruption of Purchasers business, or otherwise for loss of use of capital or revenue, cost of money, claim of customers, non-operation or increased expense or operation cost of purchase or replacement equipment, loss of anticipated profits, 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.
2. that Dorsey's sole responsibility under this warranty is to repair or replace (at Dorsey's discretion, but only within the Warranty period) any defective trailer manufactured by Dorsey, provided that Dorsey is obliged to perform such repair or replacement only if such defective trailer is returned to Dorsey or a repair facility designated by Dorsey, at Purchaser's expense immediately upon request by Dorsey;
3. the labor cost involved in replacing the warranted parts will be reimbursed for a period of one year, and a period of six months on hydraulic components and solenoids, at a rate not exceeding their predetermined factory schedule fur such labor and labor cost, providing the prior approval of Dorsey Trader for any such labor and labor cost has been obtained. The necessity of replacement of any such parts under this warranty shall solely be determined by Dorsey Trailer, who reserves the right to require any and all parts for which replacement is claimed, to be returned freight paid to its factory for inspection. On all component parts not manufactured by Dorsey Trailer, their warranty is to the extent that the manufacturers of such parts warrant them to Dorsey Trailer, and
4. that such repair or replacement is the Purchaser's exclusive and sole remedy in connection with any defective trailer sold new to the Purchaser by Dorsey, whether such remedy is sought pursuant to this Warranty, or otherwise.
5. the provisions of this warranty shall be interpreted and governed pursuant to the laws of the state of Alabama.
6. axle and/or suspension alignment: Dorsey Trailer or authorized dealership must be called within 30 days after delivery of any alignment problem.

Any communications with respect to the New Truck Trailer Warranty are to be in writing and addressed to:
Dorsey Trailer, Warranty Claims Department, 1315 Hickman Avenue, Elba, AL 35323.

Trailer Serial Number: _____ Date Trailer Sold: _____