

WARRANTY CONDITIONS OF SALE

- 1) The price for all goods sold and all additional charges shall be paid in cash unless otherwise specified.
- 2) Title to equipment, parts, etc., shall remain in the name of JC Trailers Design and Manufacturing Inc. (further known as "the Seller") and shall not pass to the purchaser until the full price is paid. The Purchaser further agrees to reimburse the Seller for any costs incurred in the repossession of any equipment.
- 3) Prices quoted are subject to any and all government regulations and any alteration of the price by government regulation may nullify this agreement with written notice supplied to the purchaser.
- 4) The seller is not liable for any damages arising from natural disasters, fire floods, acts of war or other occurrences beyond the Seller's control.
- 5) Goods shall be delivered and accepted at the manufacturers' works. Damages incurred during delivery are at the Purchaser's risk.
- 6) The Purchaser may only cancel this order upon mutual consent and upon payment to the Seller for all work completed at the time of receipt in writing by registered mail.
- 7) The Seller reserves the right to make such alterations in materials as may be governed by availability of materials or government regulations and any increased cost may be added to the purchase price.
- 8) If the Purchaser shall be in default or commit any breach of this agreement, or if any distress or execution be levied against the Purchaser's property or assets or commit an act of bankruptcy or assign the assets of the Purchaser in lieu of any debt, the Seller reserved the right to demand all outstanding monies to be paid forthwith. Seller or any officer of the law may take possession of the said property as permitted by law without demand and for this purpose, the Seller may enter upon the premises where said property may be and remove same.
- 9) The conditions outlined above and the warranty following shall comprise the entire terms of this agreement, unless outlined in writing and added as an amendment to this agreement.

WARRANTY

The Seller warrants the equipment sold to be free from defects in workmanship and material for the period of one year unless as covered by the manufacturer's warranties on such things as tires, brake systems, suspension systems, etc. This warranty is non-transferable. This warranty is limited only to replacement of faulty parts or workmanship as outlined in the preceding paragraph and any damage occurred while trying to transport faulty equipment is at the Purchaser's risk. Furthermore, this warranty does not cover the transportation or delivery of equipment to the Purchaser's work or the transportation costs of service personnel attending the Purchaser's equipment. Furthermore, the Seller does not accept any claim for loss of use of the equipment.

No claim under this warranty may be made without the prior inspection of the equipment by the Seller. Faulty maintenance or misuse of the equipment may also nullify the conditions of this warranty. No claim for repairs may be made where repairs have been carried out other than by persons authorized by the Seller.