



**ICE MANUFACTURING, INC.
LIMITED WARRANTY POLICY**

LIMITED WARRANTY:

ICE Manufacturing, Inc. (herein after referred to as “ICE”), warrants to the first purchaser only (“Purchaser”) that each new AlphaHD lowbed trailer (herein-after referred to as “Trailer”) manufactured by ICE will be free from defects in materials and workmanship for the time periods specified below from the delivery of the Trailer to the Purchaser (the “Date of Delivery”).

1. Warranty Periods and Costs. The Limited Warranty is provided only to those defects and failures to conform that occur during the Warranty Period, which is indicated below beginning on the Date of Delivery. The portion of the costs which shall be borne by ICE to repair or replace any part of the warranted Trailer found to be defective in accordance with the terms of the Limited Warranty (the “ICE Covered Cost”) is set forth below:

Components	Warranty Period	ICE Covered Cost
Trailer Structural Members and Supports	2 Years	Year 1 – 100% Year 2 – 50%
All other ICE manufactured components	1 Year	100%
Paint (excluding scratching, shipping damage, surfaces usage/wear and tear)	1 Year	100%
Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs, Hydraulic Valve Bodies	1 Year	100%
Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections	6 months	100%
Wood Components	Not covered	0%

Except as listed above, this Limited Warranty does not include components, accessories, or other parts of the Trailer not manufactured by ICE (“Excluded Components”), including but not limited to, tires, engines, and/or tarps. Such Excluded Components are covered only by warranties, if any, of their respective suppliers or manufactures, and not by ICE. All warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of the Trailer will be assigned, if contractually permitted, to the Purchaser.

2. Terms and Conditions of Limited Warranty.

(a) Any warranties provided herein are expressly conditioned upon the occurrence of all of the following ongoing conditions: the Trailer warranted hereunder is operated by the Purchaser in accordance with normal use and service for the purpose intended, including but not limited to: loads, including the weight of the Trailer, not exceeding the vehicle manufacturer’s gross vehicle weight rating; the loading of each axle not exceeding the gross axle rating; or the load, including the weight of the Trailer, not exceeding the concentrated load rating; and any and all other listed limitations or information on the vehicle identification plate, all in accordance with and subject to the terms and conditions of this Limited Warranty.

(b) ICE's sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the scheduled Warranty Periods and ICE Covered Costs, any defective part of the warranted Trailer, which shall be returned to ICE's factory location or authorized service facilities and then ICE's examination shall disclose to its satisfaction to have been defective; provided, however, that the Purchaser notifies ICE warranty department immediately upon identification of defect, and such defective Trailer is returned by the Purchaser to an ICE location authorized by ICE with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

(c) The customer shall not be required to deliver defective Trailer to ICE if the Trailer was destroyed as a result of defect covered in this warranty and the ICE warranty department is reasonably satisfied that the Trailer was defective at the time of the sale.

(d) All labor and parts repairs or replacements under this limited warranty must be authorized by ICE. Failure to do so will result in no warranty payment of any kind. To the extent a repair or cost covered pursuant to this Limited Warranty is not an ICE Covered Cost, Purchaser is required to pay such costs, including sales and other taxes immediately upon completion of work performed.

(e) This warranty excludes such parts or accessories which are not defective, but may wear out and require periodic replacement during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, and wood pieces and equipment.

(f) This warranty excludes such parts or accessories that have been repaired, replaced, or altered by someone other than ICE or one of its authorized dealers during the warranty period.

LIMITATIONS AND EXCLUSIONS

EXCLUSION OF WARRANTIES:

THE LIMITED WARRANTY EXPRESS ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WHICH WARRANTIES ARE EXCLUDED. DEFECTS RESULTING FROM MISUSE OR LACK OF PROPER MAINTENANCE, INCLUDING (WITHOUT LIMITATION) LOADING, UNLOADING AND/OR TRANSPORTATION OF NON-UNIFORMLY DISTRIBUTED LOADS, USE WITH CORROSIVE CARGO, AND/OR FAILURE TO ADEQUATELY RESTRAIN OR SECURE LOADS SUCH THAT THE TRAILER OR ANY PORTION OF THE TRAILER IS SUBJECTED TO STRAINS OR IMPACTS GREATER THAN ARE IMPOSED BY NORMAL USE, SHALL NOT BE CONSIDERED DEFECTS UNDER THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL ICE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

LIMITATION OF REMEDY:

IN NO EVENT SHALL ICE BE LIABLE TO THE PURCHASER FOR ANY LOSS OR CLAIM IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE, OR, AT THE OPTION OF ICE, THE REPAIR OR REPLACEMENT, OF THE PARTICULAR COMPONENT ON WHICH ANY CLAIM OF LOSS OR DAMAGE IS BASED. THIS LIMITATION OF LIABILITY APPLIES



IRRESPECTIVE OF WHETHER THE PURCHASER CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER CAUSE AND WHETHER THE ALLEGED DEFECT IS DISCOVERABLE OR LATENT.