ZERO START – WARRANTY

This limited warranty is expressly limited to the Company's products that have been purchased by the original consumer purchaser or for purposes of resale or use in the ordinary course of the purchaser's business. The term original consumer purchaser is defined as a person who purchases Company products for personal, family, or household use.

The Company's products are warranted against defects in materials and workmanship for a period of one year from date of purchase by purchaser. Sales receipt or proof of purchase must accompany product when returned to location of purchase. The exclusive remedy for any product found to be defective under this limited warranty consists of the repair or replacement of the defective product. This limited warranty does not apply to defects which arise from normal wear and tear, accident, misuse, abuse, neglect, mishandling, misapplication, faulty installation, modification, improper or extraordinary use or use inconsistent with any instruction or recommendation issued by the Company.

The foregoing limited warranty is exclusive and in lieu of all other warranties, whether written or oral, express, implied or statutory.

* EXCLUDES DUMP BODY VIBRA — 90 DAY WARRANTY *

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT EXTEND TO INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF A BREACH OF THIS WARRANTY.

To obtain performance of this limited warranty, the alleged defective product must be returned, together with reasonable proof of purchase, postage or freight prepaid, directly to:

In U.S.A.
Warranty Department
Phillips & Temro Industries Inc.
9700 West 74th Street
Eden Prairie, MN 55344

In CANADA
Warranty Department
Phillips & Temro Industries Ltd.
100 Paquin Road
Winnipeg, Manitoba R2J 3V4

The Company will return the repaired or replaced product, postage or freight prepaid. Final determination of defects shall be made in accordance with procedures established by the Company.

This limited warranty gives the original consumer purchaser specific rights. You may have other rights which vary from state to state or province to province depending upon the location of your residence. Some states do not allow the exclusion or limitation of incidental or consequential damages.

Manufacturer's rights retained:

The Company reserves the right to make changes in design, additions or improvements to any of its products at any time without incurring any obligation whatsoever to install or replace the same or improve upon products previously manufactured.

NOTE: Warranty credit will be issued at current years price.