



Statement of Warranty – Food Grade

West-Mark warrants the Equipment manufactured by it to be free from defects in material and workmanship under normal use, when proper service and maintenance as described in its Service Bulletins and Operation Manuals are performed, for a period of twelve (12) months for parts and labor, and twenty-four (24) months for the vessel/tank and tank framing, from date of delivery FOB destination/origin to first purchaser or disclosed assignee end user. An optional extended warranty may be quoted at time of order.

This warranty is expressly limited to the repair or replacement of any component or part thereof, of any such unit manufactured by West-Mark, which is proven to West-Mark's satisfaction to have been defective in material or workmanship. Such components or parts thereof shall be repaired or replaced without cost to the first purchaser for parts and labor provided such unit is returned for such repair or replacement to a West-Mark Service Center, or other such place as may be designated by West-Mark, within the warranty period from the date on which unit was delivered to such first purchaser.

WEST-MARK MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. WEST-MARK MAKES NO WARRANTY OF PRODUCTS MANUFACTURED BY OTHERS AND SUPPLIED BY WEST-MARK, THE SAME BEING DIRECTLY SUBJECT TO WARRANTIES, IF ANY, OF THEIR RESPECTIVE MANUFACTURERS.

West-Mark warrants this equipment is manufactured in accordance with the specifications on the order. West-Mark does not warranty this piece of equipment for use in hauling any particular product. West-Mark accepts no responsibility for damage to the equipment, or for cargo losses, due to an adverse effect on the equipment caused by the incompatibility of the product being hauled. West-Mark does not assume any other liabilities of any nature whatsoever, including but not limited to, any direct or indirect or consequential loss, transportation charges, loss of profits, damages, or delays.

West-Mark shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it subject to the following conditions: (a) Written notice of any such claimed defect must be given to West-Mark during the warranty period; (b) West-Mark shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests (c) West-Mark shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (d) All repairs under this warranty shall be made at a West-Mark Service Center, or at such other place designated by West-Mark, and Buyer must bear the risk and expense of transporting the Equipment to West-Mark's plant or such other designated place.

The following items are considered normal maintenance and repair for which West-Mark need not assume liability for reimbursing regardless of the vehicle age or mileage: (a) Any improper use, operation beyond rated capacity, substitution of parts not approved by us, or any alteration or repair by others in such manner as in our judgment affects the product materially and adversely, shall void this warranty; (b) This warranty does not apply to parts requiring replacement because of natural wear and tear, or to products, accessories, parts or attachments which were not manufactured by West-Mark, except as provided below per CA Phase 2 GHG regulations; (c) This warranty shall not apply if parts and/or labor are required due to accident, abuse or improper or neglected maintenance; (d) When alterations are made or parts or attachments are installed by Buyer or for him by others, this warranty shall be void and West-Mark shall not be responsible for such alterations or installations, or for the operation of the Equipment thereafter; (e) This warranty shall be void when tanks are subjected to weight loads or pressures, or are used to contain, or are cleaned with, materials having corrosive temperature or other characteristics for which the tank was not designed (f) miscellaneous expenses such as fuel, towing, telephone, travel, lodging, or loss of personal property; (g) for tanks with anodes, records of anode replacement will be required at time of request for warranty on tanks.

When vehicles are used outside the fifty States of the United States and the District of Columbia, the warranty shall include the furnishing of new parts or assemblies to replace any returned to West-Mark which failed or malfunctioned within the warranty period. The replacement parts or assemblies shall be delivered by West-Mark to the point of embarkation in the United States designated. West-Mark will not be required to bear the cost of the labor involved in correcting defects in vehicles operated in foreign countries. Federal law will apply for federal contract sales and local jurisdiction law will apply otherwise.

Emissions Warranty (CA Phase 2 GHG Trailers) - West-Mark emissions warranty applies to those heavy duty trailers registered in California, to the first purchaser and any subsequent owner who retains registration from the state of California and buys that trailer within the first five years, from the original delivery date. This includes all parts of its emission control system that meets two conditions: (1) It is designed & built so it conforms, at the time of sale to the original purchaser within the requirements of 40 CFR 1037; (2) It is free from defects in materials and workmanship that cause this vehicle to fail to conform to the requirements of this part during the applicable warranty period. Tire monitoring systems at five years; Tires which were originally installed at one year. Coverage at no cost to the owner includes tires, tire monitors, and tire inflation systems. The emissions related warranty covers these components even in the event West-Mark did not produce that component. Your emissions warranty does not need to cover other components whose failure would not increase a vehicles emissions of any regulated pollutant. Reference 40 CFR 1037.120

WEST-MARK DOES NOT ASSUME ANY LIABILITY FOR VESSEL/TANK INTERIOR CLEANLINESS AND FINISH REQUIREMENTS DUE TO DIFFERENT OPERATIONS AND CIRCUMSTANCES. AS SUCH, WEST-MARK DOES NOT CERTIFY THAT EQUIPMENT IS READY TO BE PLACED INTO SERVICE UPON DELIVERY. THE EQUIPMENT MUST BE INSPECTED, CLEANED, WASHED AND OTHERWISE PREPARED FOR INTENDED SERVICE BY THE USER TO THE REQUIREMENTS OF THE CUSTOMER PRIOR TO PLACING INTO SERVICE.

THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

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