



SECTION 1 – LIMITED WARRANTY

Roll-Rite LLC (“Roll Rite” or “Warrantor”) warrants the new equipment and parts manufactured and sold by Warrantor under the Roll-Rite® or Pulltarps® brands to customers (collectively, the “Products”) that each of such Products will be free from defects in manufacturing, material, and workmanship for the applicable period set forth in Section 2 below, in each case commencing on the Warranty Start Date (as defined below)(the “Limited Warranty”). This Limited Warranty is subject to exclusions and conditions set forth below. This Limited Warranty is between the Warrantor and Customer only.

“Warranty Start Date” means (i) with respect to Roll Rite gear motor Products, the build date of the gear motor plus 90 days, (ii) with respect to all other Roll Rite Products other than Roll Rite gear motor Products, the date of shipment from Roll Rite to customer plus 90 days and (iii) with respect to Pulltarps Products, the date of shipment of the applicable Product from Warrantor to customer.

SECTION 2 - APPLICABLE WARRANTY PERIODS

2.1 The applicable warranty period for each Product shall begin on the Warranty Start Date and end as applicable below:

ROLL-RITE MOTOR PRODUCTS, EXCLUDING HYDRAULIC GEAR MOTORS AND TARP MASTER PART #10360: 5 years (limited to Wear Out (as defined below)

ROLL-RITE HYDRAULIC GEAR MOTOR PRODUCTS: 3 years (covering Wear Out (as defined below) only)

ROLL-RITE TARP MASTER PART #10360: 1 YEAR (covering Wear Out (as defined below) only)

ALL OTHER (I.E., NON-GEAR MOTOR) ROLL-RITE PRODUCTS, EXCLUDING TARPS (WHICH CARRY NO WARRANTY): 1 year

TENSION SPRING, TORQUE BLOCK, RATCHET MECHANISM, AND END CAP COMPONENTS (“Moving Parts”) OF PULLTARP-BRANDED PULLOUT TYPE TARPING SYSTEMS: 1 year

MOVING PARTS OF PULLTARP-BRANDED AUTOMATIC ARM SYSTEM: 1 year

PULLTARP-BRANDED MOTOR PRODUCTS PART #517-1909: 1 year

PULLTARP-BRANDED MOTOR PRODUCTS PART #517-5909: 5 years

2.2 When Warrantor replaces any part which is a component of a product listed above in this Section 2, the warranty period for such replacement part equals the warranty period remaining on such Product at the time of such part replacement (i.e., furnishing the replacement part does not extend the original warranty period or start a new warranty period), but in no event extending beyond 90 days after the delivery date of such part, and is subject to all other terms and conditions of this Limited Warranty.

SECTION 3 – CERTAIN EXCLUSIONS FROM WARRANTY

- a. This Limited Warranty does not cover normal maintenance, service or adjustments, or damage to or defects in Products relating to: accident, alteration, evidence of disassembly, misuse, negligence, abuse, vandalism, or physical damage, including any damage by rocks or loaders.
- b. Any repair, replacement or alteration (including modifications to electrical specifications) by a third party not approved in advance by Warrantor;
- c. Improper installation (including electrical damage caused by improper installation) or failure to follow installation instructions provided by Warrantor;
- d. Failure to follow the instruction manual, safety warnings, product labeling, datasheets, specification sheets and/or other installation, use, operation, and technical documentation provided and/or published by Warrantor (collectively, “Product Documentation”);
- e. Use of equipment or parts not manufactured by Warrantor;
- f. Fire, explosion, implosion, flood, earthquake, lightning strike, acid rain, chemical fallout, catastrophic event, or other act of God or nature;
- g. Exposure to excessive heat, moisture, other severe environmental conditions, or unintended uses and/or



- substances;
- h. Exposure to chemicals or other substances (other than cleaning agents specifically recommended in the Product Documentation);
 - i. Acts or omissions of any carrier delivering any Products;
 - j. Any failure to provide regular maintenance or to care for or maintain any Product in accordance with the Product Documentation;
 - k. Normal wear and tear;
 - l. Tarps;
 - m. With respect to Roll-Rite gear motor products, any damage or defect except for premature wear of the Product, as determined by Warrantor ("Wear Out").

SECTION 4 – CERTAIN ADDITIONAL CONDITIONS OF WARRANTY

In addition to the exclusions in Section 3 above, all of the following conditions must be met or the Limited Warranty will be invalidated.

- a. Regular maintenance and service must be performed on all Products, in accordance with the Product Documentation.
- b. Products must be put to their intended use, in accordance with the Product Documentation.
- c. Customer must fully comply with the claims procedure set forth in Section 5 below.
- d. Warrantor must have received full and timely payment of all invoices issued to customer.

SECTION 5 – EXCLUSIVE REMEDY, NOTICE OF CLAIMS AND REPLACEMENT POLICY

- 5.1** Customer's sole and exclusive remedy under this Limited Warranty is the repair or replacement of Products, as determined by Warrantor in its sole discretion, subject to the terms and conditions of this Limited Warranty.
- 5.2** Claims under this Limited Warranty must be in writing and presented to and received by Warrantor within the applicable warranty period set forth in Section 2. All warranty claims must include (i) the serial number, if applicable, of the applicable Product, (ii) the name of the customer, and (iii) the date (as to which Warrantor may require written evidence) the alleged defect was discovered. All claims require a Return Goods Authorization ("RGA"). For Roll-Rite Products, customer may request an RGA number at <http://www.rollrite.com/rga-form>, or by calling 800-297-9905. For Pulltarps Products, customer may request an RGA number by calling 877-426-1409 or sending an email to pt.csteam@safefleet.net. **Products received without a RGA number clearly marked on the outside of the package may be refused at the sole discretion of Warrantor.** Products must be returned to Warrantor, with transportation charges prepaid, within 30 days of the RGA number being assigned. If the item is not returned within such 30-day period, this Limited Warranty automatically will terminate (and Warrantor will have no further liability or obligation) with respect to that Product. For clarity, in addition to the other provisions of this Section 5, all Limited Warranty claims MUST be fully approved by Warrantor, in its sole discretion, prior to the commencement of any repair or replacement work in respect of such claims.
- 5.3** After Warrantor inspects the applicable Product, Warrantor will determine and take appropriate action (if any), in its sole discretion, to remedy the warranty claim. If the claim is for a manufacturing defect, Warrantor must be satisfied, in its sole discretion, that such Product was defective at the time it left Warrantor's factory.

If Warrantor ships a replacement part prior to receipt of the allegedly defective Product it is intended to replace, such replacement Product at Warrantor's discretion will be invoiced FOB Warrantor's facility, and upon receipt of such allegedly defective part, Warrantor will credit customer's account if Warrantor determines, in its sole discretion, that such returned part is covered by this Limited Warranty. Warrantor may, in its sole discretion, use new or refurbished replacement parts for repairs and/or replace affected Products or parts with Products or parts that are materially functionally equivalent to the replaced Products or parts.



5.4 Warranty coverage applies only to original equipment supplied by Warrantor. Except as otherwise agreed by Warrantor in writing in its sole discretion, Warrantor assumes no responsibility or liability for the expense incurred for removal or installation of product requiring service and/or repair or any other labor costs; or for the expense of shipping, packaging, or handling; travel; or for the handling of product returned to sender after necessary service or repair.

SECTION 6 – INTERNATIONAL SHIPMENTS

For all repaired and replacement Products shipped outside of the United States under this Limited Warranty:

- a. Customer is responsible for all taxes, levies, customs fees, import duties and the like imposed by the destination country.
- b. Customer is responsible for assuring lawful importation into the destination country.
- c. Customer is the importer of record and must comply with all laws and regulations of the destination country.
- d. Product Documentation may not be in destination country languages.
- e. Customer is responsible for determining the compliance of the Products, Product Documentation and other accompanying materials with destination country standards, specifications, and labeling or other requirements.
- f. Service / labor to repair or replace any Product or part thereof (whether configured or non-configured) is not covered.

SECTION 7 - LIMITATION OF LIABILITY

- 7.1 THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OF ANY KIND WITH RESPECT TO PRODUCTS AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN ANY MANNER RELATED TO ANY PRODUCTS, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND NO DEALER, DISTRIBUTOR OR OTHER SUPPLIER OF PRODUCTS OR ANY OTHER PARTY HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY IN ANY RESPECT WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF WARRANTOR (WHICH WARRANTOR MAY WITHHOLD AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION).
- 7.2 IN NO EVENT SHALL WARRANTOR BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT SUCH DAMAGE WAS FORESEEABLE, AND EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, IN ALL CASES WHETHER AS THE RESULT OF OR BASED ON ACTUAL OR ALLEGED BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING ANY FORM OF NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PRODUCT(S) OR PARTS, LOSS OF TIME, PROFITS, SALES OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DEATH OR PERSONAL INJURY, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR ANY OBLIGATIONS HEREUNDER.
- 7.3 NO STATEMENT MADE BY ANY PERSON WITH RESPECT TO ANY PRODUCT SHALL CONSTITUTE A WARRANTY, BE RELIED UPON BY ANY CUSTOMER OR ANY OTHER PARTY, OR BE DEEMED PART OF THIS LIMITED WARRANTY OR ANY SALE AGREEMENT BETWEEN WARRANTOR AND ANY CUSTOMER.
- 7.4 WARRANTOR RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THIS LIMITED WARRANTY AT ANY TIME AND FOR ANY REASON IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE, PROVIDED THAT ANY SUCH MODIFICATION OR DISCONTINUANCE WILL BE EFFECTIVE ONLY WITH RESPECT TO ANY PRODUCT PURCHASED AFTER SUCH MODIFICATION OR DISCONTINUANCE HAS OCCURRED. IN ADDITION, WARRANTOR RESERVES THE RIGHT TO CHANGE ITS PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR DESIGN, MATERIAL COMPOSITION AND/OR COMPONENTS) FROM TIME TO TIME WITHOUT NOTICE AND WITH NO OBLIGATION TO MAINTAIN SPECIFIC SPARE PARTS OR TO MAKE CORRESPONDING CHANGES IN WARRANTOR'S PREVIOUSLY MANUFACTURED PRODUCTS.