

## PRODUCT LIMITED WARRANTY

Pinnacle Manufacturing, LLC warrants to its original customer that each new product produced by Pinnacle be free from defects in material and workmanship under normal use and service.

For main structural components, Pinnacle's warranty extends for a period of twelve (12) months beginning upon the day of shipment from Pinnacle's plant. Pinnacle's obligation under this warranty is limited to repair of the product or replacement of a part with the same or similar part that is found to be defective. Components manufactured by other vendors will be warranted as to that manufacturer's warranty terms only.

For exterior and interior coatings, Pinnacle's warranty extends for a period of six (6) months beginning upon the day of shipment from Pinnacle's plant, provided that no substance has been placed in or applied to the product that is incompatible with said coatings. If any question arises as to the incompatibility of any substance with the coatings, the customer should contact Pinnacle prior to use. Failure to do so may void the warranty and result in denial of warranty.

Pinnacle's obligations to its original customer under this warranty are limited to the repair or replacement of defective parts free of charge for products returned F.O.B. its plant. Pinnacle's obligations shall not include and this warranty specifically excludes all transportation costs to and from Pinnacle's customer.

THIS WARRANTY EXCLUDES AND PINNACLE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR LOSS OF PRODUCT, DOWN TIME, CONTAINER SERVICE, LABOR CHARGES, MANUFACTURING COSTS, LOSS OF PROFITS, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER DIRECT OR INDIRECT.

This warranty shall not apply to any product that has been damaged due to misuse, misapplication, negligence, alteration, modification, unauthorized repair, accident, lack of normal and customary maintenance, actions of third parties, natural disasters, acts of nature and damage during shipment. This warranty does not apply to normal maintenance and service, or to deterioration of appearance of products due to normal use and exposure.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO PRODUCTS MANUFACTURED BY PINNACLE AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The customer must contact Pinnacle and obtain a warranty authorization number before any warranty work is performed. FAILURE TO OBTAIN A WARRANTY AUTHORIZATION NUMBER MAY RESULT IN DENIAL OF WARRANTY.

## \*\* Clarification of Scope and Liability for Refurbished Products \*\*

The focus of Pinnacle Manufacturing's refurbishment service program is to provide the most value to our client as possible. The following is an effort to clarify the scope of our services and associated liability as we work to minimize costs to the client and provide the best possible value.

Our ability to identify and address all issues and/or latent defects is limited due to the varying condition/age of products that arrive and limitations of the testing methods. The following is a list of some of the testing and services provided with associated clarifications:

- Bump Test Each motor is energized to confirm that the motor, gearbox, and shaft are rotating.
  We do not warrant used motor/gearbox assemblies and no assertion is made regarding the efficiency or remaining life of the system.
- Wiring, lights, airlines, brakes, and suspension check Each of these assemblies are inspected and only replaced when defects/concerns are found. We do not warrant any assemblies that are not completely replaced by us.
- Tire Inspection Tires are checked for age, remaining tread, and sidewall checking/cracking.
   Issues and/or concerns are raised to the client when noted. Pinnacle Manufacturing does not
   warrant any used tires. The client should ensure that tires are in the proper condition prior to
   sending the product to us for refurbishment.
- Internal Liner The existing internal liner is sandblasted down to tightly adhered material, sharp edges feathered and an anchor profile of a minimum of 1.5 mils is achieved. The coating is applied to manufacturer recommendations and client's DFT requirements. This process does not confirm the absence of hydrocarbons or soluble salts prior to the application of the liner.
- **Hydro Test** The product is filled to a minimum of 80% full for a 30-minute dwell time. The product is inspected for leaks and repairs are made as necessary and retested. We do not warrant that the tank will not leak at any future point.