



5-Year Limited Warranty

DUMP TRAILERS and BODIES

Hicks Manufacturing, LLC warrants each new dump body and trailer manufactured by us (hereinafter referred to as the equipment) to be free from defects in material and workmanship, provided that the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices and with loads not corrosive nor abrasive in nature and not exceeding the manufacturer's rated capacity.

Body structure (including tailgate, draftarms and kingpin plate) of equipment found to be defective within the warranty period shall be repaired or replaced (at Hicks' sole discretion), at Hicks' factory location or authorized service facility, provided that the purchaser notifies Hicks or an authorized distributor as soon as any defect becomes apparent. The period of warranty begins at the date of delivery of the equipment, and Hicks shall bear only that portion of the cost of repairing or replacing defective parts of the equipment. Hicks will not be liable for purchaser's labor, freight or downtime. The period of warranty is:

Parts – 5 Years
Labor – 1 Year

WARRANTY AUTHORIZATION

Repairs not pre-authorized by Hicks will not be covered by warranty.

Hicks will assign a warranty ticket number when supplied with:

- Complete information regarding product defect
- Trailer VIN number or Body serial number

Hicks will determine appropriate corrective action and allowable labor and materials.

COMPONENT WARRANTY

Any parts not manufactured by Hicks Mfg, LLC will carry their own warranties and are carried out according to their own individual component warranties. Example: axles, rims, hubs, suspensions, landing gear, wheels, hydraulic cylinders, brake valves, air bags, shock absorbers, tarps, liners, and etc. have their own warranties. Tire warranties are expressly excluded from Hicks warranty herein, and claims must be made directly to tire dealers. This warranty does not expand, enlarge upon or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories.

The purchaser agrees to return the defective equipment or parts to Hicks' factory location or authorized service facility within fifteen days after the defective condition is discovered.

This warranty also excludes the following: normal wear, tear and deterioration of the equipment; maintenance items including, but not limited to, light bulbs, paint, brake lining, oil seals and bearings; used equipment sold "As Is"; equipment that has been repaired, replaced or altered by someone other than Hicks or one of its authorized service facilities unless, however, Hicks, in its sole opinion, determines that the defective condition of the equipment was in no way caused or was attributable to said repairs, replacements or alterations.

Hicks and the purchaser agree that in consideration of the above expressed warranty, all other warranties other than title, either expressed or implied, whether arising under law or equity, including warranties of merchantability or fitness for a particular purpose, are excluded from this contract. Further, the foregoing warranty is made solely to the first purchaser from Hicks or from an authorized distributor.

The sole liability of Hicks and the exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, on warranties or otherwise, shall be limited to the cost of repair or replacement of defective parts as herein specified. Further, Hicks' maximum liability hereunder arising from any cause whatsoever, including but not limited to, breach of contract or tort (including negligence), shall not exceed the contract price of the equipment furnished hereunder. Further, Hicks shall not be responsible for work done, equipment or parts furnished or parts or repairs made by others unless the work is specifically ordered by Hicks or an authorized distributor for the fulfillment of this warranty. In no event shall Hicks be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than Hicks or an authorized service facility, or for any costs incurred with such removal or reinstallation.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this agreement, in no event shall Hicks be liable, whether arising under contract, tort (including negligence) or otherwise, for loss of anticipated profits, damage to loads or contents of the equipment, transportation expenses due to repairs, non-operation or increased expense of operation, cost of purchased or replacement equipment, claim of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Purchaser _____

Signature _____

Phone _____

Email _____

Hicks Manufacturing, LLC, 1365 Allen Dr, PO Box 32, Minden, Louisiana 71058