



# American Reliance Industries, Co. WARRANTY AGREEMENT

## LIMITED WARRANTY

**One Year Limited Warranty.** AMERICAN RELIANCE INDUSTRIES, CO. ("ARI") warrants each new sleeper manufactured by ARI for a period of twelve (12) months from the date of delivery to the original purchaser to be free from defects in materials and workmanship under normal use and service. The obligation of ARI under this warranty is limited to repairing and replacing, at its option, any part or parts hereof within twelve (12) months after delivery of such sleeper to the original purchaser, which sleeper shall be returned to ARI with transportation charges pre-paid by purchaser and which examination by ARI shall disclose the sleeper to be defective, except as hereafter provided.

**Five Year Modular Sleeper Body Limited Warranty.** ARI hereby warrants that each new modular sleeper body (exclusive of paint finish, hardware, moldings, windows, stainless steel accessories and other appointments and accessories) is structurally sound and free of all structural defects of both material and workmanship and further warrants that it will maintain such structural integrity for a period of FIVE (5) YEARS from the date of delivery to the original purchaser. This structural integrity warranty is NOT transferable to a second purchaser. In the event of a chassis remount this structural integrity warranty shall remain in effect providing that such work is completed by ARI or a facility approved by ARI.

**Limited Warranty Exclusions.** The following items are excluded from the ARI limited warranties:

- Chassis or items supplied by the chassis manufacturer;
- Normal service items (general tightening and light bulbs);
- Separately manufactured items installed by ARI including, but not limited to, batteries; battery chargers; generators; inverters; appliances; entertainment equipment; satellites; hot water heater; heater/air conditioner; roof top air conditioner; interior and exterior lights; air ride systems; windows; doors; and similar equipment. SUCH ITEMS ARE COVERED BY WARRANTIES SUPPLIED BY THE OEM MANUFACTURER OF THE COMPONENTS. Please note that ARI Customer Service personnel will assist in warranty assistance with the OEM manufacturers of these components;
- Normal wear and tear;
- Damage as a result of neglect, misuse, abuse, collision, alteration, accident, improper maintenance, improper repairs, freezing temperatures, off road use, vandalism or theft, negligence or unapproved alteration or original parts;
- Any ARI product which has been altered or modified from ARI's factory specifications;
- Any ARI product sold at retail by a party other than ARI or an authorized ARI dealer;
- Any unauthorized repair or installation;
- Damage or surface corrosion due to airborne fallout (including chemicals, tree sap, etc.) stones, hail, earthquake, water, acid rain, flooding, windstorms, lightning, road salt, road salt spray, blowing sand, road surface debris or other environmental factors; and/or
- Any warranties stated by any person beyond those contained in this publication.

THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF ARI AND ANY OF ITS DEALERS OR DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

**Other Limitations and Disclaimers.**

1. ARI FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF ROADWORTHINESS, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

2. TO THE EXTENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS IMPLIED BY LAW AND CAN NOT BE DISCLAIMED UNDER APPLICABLE LAW DESPITE THE DISCLAIMER HEREIN, SUCH WARRANTIES SHALL BE LIMITED TO THE DURATION OF ONE YEAR FROM THE DATE OF DELIVERY OF THE ARI PRODUCT TO THE FIRST RETAIL OWNER.

3. NEITHER ARI NOR THE SELLING DEALER SHALL HAVE ANY RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE; LOSS OF USE OF THE PRODUCT; LOSS OF TIME, PROFITS OR INCOME; INCONVENIENCE; COMMERCIAL OR ECONOMIC LOSS; OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

4. IN NO EVENT SHALL ANY REPAIR OR REPLACEMENT UNDER THIS LIMITED WARRANTY EXCEED THE FAIR MARKET VALUE OF THE CUSTOMER'S SLEEPER AS OF THE DATE THE CUSTOMER PROVIDES NOTIFICATION OF THE DEFECT.

5. The terms and conditions contained herein, as well as those of any documents prepared in conjunction with the sale of the sleeper may not be modified, altered or waived by any action, inaction or representations, whether oral or in writing, except upon the express, written authority of an executive management employee of ARI.

6. ARI and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain ARI products, at the sole discretion of ARI. The fact that ARI has provided such measures to a particular sleeper in no way obligates ARI to provide similar accommodations to other owners of similar sleepers.

7. ARI reserves the unrestricted right at any time and from time to time to make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

8. Should repairs become necessary under the terms of this Warranty Agreement, the extent of that repair shall be determined solely and exclusively by ARI and shall be performed solely by ARI or a repair facility designated and approved by ARI. The expense of any transportation to or from ARI or such repair facility and any down time shall be that of the purchaser and is not an item covered by this Warranty Agreement.

9. The ARI Limited Warranties are conditioned upon normal use and proper maintenance of such ARI products; prompt written notice of all defects submitted to ARI; no repair or additions thereto except by ARI; said defect not resulting from misuse, negligence, accident, remounting, overloading by purchaser or third parties. If any of such conditions are not complied with, the warranty shall be void and unenforceable.

10. The coverage of the One-year Limited Warranty and Five-year Modular Sleeper Body Structural Limited Warranty extend only to the first retail purchaser and is not transferable.

**The Purchaser's Obligations.** Purchaser must submit the Limited Warranty Registration Card within 30 days of delivery of the ARI product in order to activate warranty coverage. All warranty work or repairs must be referred to ARI for authorization as a condition precedent to limited warranty coverage. ARI or a repair facility approved and designated by ARI must perform all warranty work. That means that, depending on the warranty repair needed, the product may need to be taken to another authorized repair facility or returned to ARI. ARI must receive written notice of any remaining warranty claims from the purchaser prior to the expiration of the purchaser's limited warranty, and the purchaser must allow ARI an opportunity to resolve the matter.

For further information regarding this Limited Warranty, please contact ARI at:

ARI  
Warranty Department  
860 North Tuscany Drive  
PO Box 246  
Shipshewana, IN 46565  
260-768-4704 (Customer Service)

## PAINT FINISH

Paint finishing is covered by the warranty supplied by the paint finisher. A copy of the paint finisher's warranty is available upon request from the paint finisher or from an ARI Customer Service Representative. Paint finish is EXCLUDED from ALL ARI limited warranties.

**ELECTROLYSIS/GALVANIC CORROSION.** Electrolysis is caused by two or more dissimilar metals reacting against each other causing paint to lift and blister. The trucking industry has battled this problem for many years. Your sleeper comes standard with a protective coating of ECK applied between all handles, hinges, lights and hardware attachment points. This protective coating is designed to reduce and control the natural occurring process of galvanic corrosion (electrolysis), should you remove any of the components where ECK has been applied they must be recoated prior to reinstallation. Since galvanic corrosion is a naturally occurring process and not a preparation or paint application problem it is NOT covered under any ARI warranties. Galvanic corrosion is also EXCLUDED from the paint finisher's warranty. ARI will, however, at its discretion offer some expense relief on a per call basis if this should occur. General guidelines are as follows:

- Prior to 12 months from the date of delivery to the original purchaser 75% coverage.
- Subsequent to 12 months from the date of delivery to the original purchaser but prior to 24 months from the date of delivery to the original purchaser 50% coverage.
- Subsequent to 24 months from the date of delivery to the original purchaser but prior to 36 months from the date of delivery to the original purchaser 25% coverage.
- Subsequent to 36 months from the date of delivery to the original purchaser 0% coverage.