

LIMITED WARRANTY AGREEMENT September 3, 2019

1. Warranty Limits

A. Kalyn/Siebert, warrants its trailers to be free from defects in materials and workmanship under normal use, when proper service and maintenance as described in its Service Bulletins and Operation manuals are performed and with loads not exceeding the manufacturer's rated capacities, for a period of twelve (12) months from the date when these products are delivered to the first purchaser.

B. Kalyn/Siebert's sole obligation under this warranty shall be limited to repair or replacement, at its option, of any defective part of the warranted equipment which is the result of defective material and/or workmanship of parts furnished by Kalyn/Siebert, Kalyn/Siebert and which is returned to Kalyn /Siebert or its designee round trip freight prepaid. Kalyn/ Siebert does not assume any liability for transportation charges, loss of profits, direct or indirect losses, consequential losses or any other damages or delays.

C. 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 sole judgment, affects the product materially and adversely, shall void this warranty.

D. Kalyn/Siebert's Warranty Administrator must authorize all labor and parts. Failure to get this authorization will result in no warranty payment of any kind.

2. Repair and/or Replacement Schedule

A. Main frame:

Kalyn/Siebert, shall bear that portion of the cost of repairing or replacing the main frame of the equipment found to be defective within a sixty (60) month warranty period on following schedule:

One (1) year – 100% Two (2) years – 80%
Three (3) years – 70% Four (4) years – 60%
Five (5) years – 50%

B. Component parts and all other frame parts:

Components manufactured by Kalyn/Siebert, shall be warranted for one (1) year.

Components manufactured by others and supplied by us will be subject to warranties, if any, of their respective manufacturers.

3. Procedure For Handling Warranty Repairs

A. The customer is responsible to contact Kalyn/Siebert, warranty administrator with the following information:

- I. Trailer model and serial number
- II. Explanation of defects
- III. Any special circumstance that may exist.

The warranty administrator and the engineering staff, to determine if the claim is warrantable, will evaluate this information. After the claim is determined to be warrantable a warranty claim number will be assigned. **No warranty claim or invoice will be processed for payment if it does not have a warranty claim number.**

B. Warranty repair work is to be performed by Kalyn/Siebert, , their dealers, or qualified facilities recognized by Kalyn/Siebert, (See exceptions at paragraph C) The customer and/or repair facility must provide the warranty administrator the following:

- I. Estimated cost of repair
- II. Pictures of the damaged area in need of repair
- III. All or any part of the defective materials, if requested by the warranty manager

C. Circumstances that preclude warranty repair work at facilities specified in paragraph B, such as overseas locations or others that make transporting the equipment to those locations difficult or impossible, will be handled by contacting the Kalyn/Siebert warranty administrator. The warranty administrator will negotiate a resolution in one of the following manners:

- I. The owner of the trailer must contact Kalyn/Siebert with the nature of the problem.
- II. Authorization for repairs may be made using a local service facility or an on-site repair facility.
- III. Pictures and cost estimate must be sent to the warranty administrator for approval prior to work being performed.
- IV. In an emergency situation where repairs are made prior to authorization, a summary of repairs and cost must be submitted within (10) days to Kalyn/Siebert for evaluation and approval.

D. Kalyn/Siebert, engineering staff must evaluate and issue repair instructions for any repairs that may affect the structural integrity of the trailers. Failure to do so may result in no warranty payment of any kind and the possibility of voiding the warranty on the trailer.

E. Kalyn/Siebert, reserves the right to ship parts and/or materials required for the repairs or to authorize the procurement of parts and/or materials at the location of the repairs.

Kalyn/Siebert, will only reimburse parts and/or materials cost at Kalyn/Siebert's approved price whether the work was done by Kalyn/Siebert's authorized dealer or by an authorized repair facility.

F. In certain situations, the customer will be required to pay the repair facility for the repairs performed. In this situation, the customer will pay the invoices and, if requested by Kalyn/Siebert, will have defective parts and/or materials shipped to Kalyn/Siebert, prepaid.

G. Under certain circumstances, Kalyn/Siebert, will require trailers to be returned to the factory for proper evaluation and/or repairs. Transportation expenses to and from the factory will be borne by the customer.

4. Parts Retention and Parts Shipping

A. Customers or authorized dealers will be responsible to retain all defective parts and materials in which a warranty claim was submitted. All defective parts and materials will be held until one of the following situations occur:

I. Kalyn/Siebert, requests the defective parts and materials be shipped to the factory for evaluation. At this time Kalyn/Siebert, will issue shipping instructions. All defective parts and material shipped to Kalyn/Siebert, must be prepaid by the customer and/or authorized repair facility.

Mailing Address: Shipping Address:

Kalyn/Siebert, Kalyn/Siebert, P.O. Box 1078 1505 West Main Street
Gatesville, Texas 76528 Gatesville, Texas 76528

II. Scrapping of defective parts and material after authorized by the Kalyn/Siebert,

5. Reporting Warranty Claims

A. All warranty claims must be reported to the Kalyn/Siebert, warranty administrator within ten (10) days of discovery of defect. The attached Warranty Authorization Request Form must be completed and returned to the Kalyn/Siebert, warranty administrator.

B. After Kalyn/Siebert, issues a warranty claim number the repairs and/or replacement work must be scheduled within thirty (30) days thereafter. If repairs and/or replacement work is not scheduled in this time frame, Kalyn/Siebert, reserves the right to re-evaluate the claim and the cost involved in the repairs.

C. To report a warranty claim, contact Carson Bennett, Kalyn Siebert

Bus main: 1-254-865-7235, ext. 6266

FAX 1-254-865-7234

EMAIL cbennett@kalyntx.com

Business cell: 254-216-9041

Business: 1-800-525-9689, ext. 6266

6. Reimbursement For Warranty Repairs

A. Kalyn/Siebert, will reimburse labor cost at an approved rate per hour times the established Kalyn/Siebert, flat rate time guide. If no flat rate is established, the actual time to perform the operation will be used.

B. Kalyn/Siebert, will reimburse parts and materials at Kalyn/Siebert's approved price whether the repairs were done by a Kalyn/Siebert, authorized dealer or by an authorized repair facility.

C. All labor, parts, and material warranty claims must be authorized and have had prior approval by the Kalyn/Siebert, warranty administrator. Failure to do so will result in no warranty payment of any kind.

D. Warranty claims will be processed and paid once a month by check.

E. Kalyn/Siebert, warrants that this trailer is manufactured in accordance with the specifications on the order

F. Kalyn/Siebert 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 on the trailer. Kalyn/Siebert makes no warranty of products manufactured and/or installed by others, the same being subject to warranties, if any, of their respective manufactures or installers. The customer shall bear the risk for damage or loss to the trailer or injury to property or person.

7. Parts Shipment

A. Kalyn/Siebert, is able to ship parts and materials anywhere in the United States with an overnight service depending on the following:

I. The availability of the parts.

II. The weight and size of the shipment meets UPS criteria.

III. The request is placed early enough in the day so the shipment can be packaged, invoiced, and shipped.

8. Appeals

Any appeals negotiated between the customer and Kalyn/Siebert, warranty administrator that cannot be resolved by telephone will have to be negotiated at Kalyn/Siebert, L.P. in Gatesville, Texas.

9. Validating the Kalyn/Siebert, Trailer Warranty

A. In order to validate your Kalyn/Siebert trailer warranty, the attached warranty registration and trailer preventative maintenance checklist must be signed by the owner and returned to Kalyn/Siebert, by the owner.

B. Signing the owners warranty registration acknowledges that the owner has received the owner's manual and a copy of the manufacturer's warranty policy and has read and understands the operation and proper maintenance of the vehicle.

C. Online registration is also available at www.kalynsiebert.com

10. Point of Contact

A. Kalyn/Siebert, Warranty Manager

Carson Bennett

cbenett@kalynsx.com

1-800-525-9689, ext. 6266

1-254-865-7235, ext. 6266

1-254-865-7234, fax

1-254-216-9041 cell

The above warranty supersedes and is in lieu of all other warranties expressed or implied.

ENGINEERED TO PERFORM.
BUILT TO LAST.

Chip Trailer Limited Warranty Agreement September 3, 2019

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