



JOST INTERNATIONAL LANDING GEAR WARRANTY

JOST INTERNATIONAL CORP. 1770 Hayes Street, Grand Haven, MI 49417 (hereafter called "JOST") warrants its Landing Gear to be free of defects in material and workmanship under normal use and service, exclusive of normal wear for a period of five years from the date of sale or date of manufacture of the vehicle.

EXCLUSIONS: This warranty is valid for the first purchaser only and with regard only to Landing Gear sold by JOST. It shall not apply to any Landing Gear (1) which are improperly installed, (2) which are not installed by JOST or by a JOST authorized facility, (3) which shall have been subject to misuse, negligence, alteration or accident, or (4) which shall have been repaired or altered by anyone other than JOST in such a way as to adversely affect their performance. This warranty is not valid if alterations or repairs are not approved by JOST in advance or if they are done by anyone other than a JOST authorized and designated repair facility.

PURCHASER'S REMEDY: JOST's sole obligation under this warranty will be to repair or replace, at its option, any unit or part deemed defective pursuant to terms of this warranty. All replaced units and parts shall be held for disposition, or returned to JOST or a JOST authorized and designated facility. Subsequent examination shall disclose to JOST's satisfaction whether replaced units or parts fall into these warranty guidelines. Freight or other transportation cost to and from JOST or a JOST authorized and designated facility must be paid by the purchaser. JOST will not assume any charges for repairs made by anyone other than JOST or a JOST authorized facility. Claims involving labor costs will be settled pursuant the Standard Repair Times (SRT) established and published by JOST.

EXCLUSION OF OTHER WARRANTIES: No other expressed or implied warranty is made by JOST, and in particular JOST makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF ACTIONS: Without extending the period of warranty stated above, any action for breach of warranty must be commenced within one year of the breach claimed or be forever barred.

LIMITATION OF DAMAGES: The purchaser's remedy stated above shall be exclusive for any and all claims against JOST whether based on contract, negligence, tort or any other theory. In no event shall JOST be liable for any consequential damages, including without limitation vehicle downtime and cargo loss, which may result from any defect or failure of the Landing Gear.

Effective January 1, 2009

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