

JOST International Fifth Wheel Warranty



JOST Model JSK 37Y Series Fifth Wheel Terminal Tractor Application

JOST International Corporation (hereafter called "JOST") warrants the JSK37Y terminal tractor fifth wheels to be free of defects in material and workmanship under normal use and service, exclusive of normal as follows:

The fifth wheel components and mounting brackets for a period of **six months** from the date of sale or date of manufacture of the vehicle.

The core casting of the fifth wheel for a period of **twelve months** from the date of sale or date of manufacture of the vehicle.

The air release cylinder for a period of **six months** from the date of sale or date of manufacture of the vehicle.

EXCLUSIONS:

This warranty is valid for the first purchaser only, and applies only to Fifth Wheels and Mounting Brackets sold by JOST. It shall not apply to any of the above which are improperly installed and maintained*, have been subject to misuse, negligence, modification or accident, or have been repaired or modified in such a way as to adversely affect their performance. This warranty is not valid if modifications or repairs are not approved by JOST in advance.

PURCHASER'S REMEDY:

JOST's sole obligation under this warranty will be to repair or replace, at its option, any unit or part which shall be returned to JOST or a JOST authorized facility and which examination shall disclose to JOST's satisfaction to have been defective. Freight or other transportation cost to and from JOST or a JOST authorized facility must be paid by the purchaser. JOST will not assume any charges for repairs without prior authorization.



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 Fifth Wheel or Fifth Wheel Assembly.

*Contact JOST International for maintenance requirements.

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