

# WARRANTY

TERMINAL INVESTMENT CORPORATION (hereinafter referred to as "TICO") warrants to the original owner that each new TICO Pro-Spotter Terminal Tractor will be free from defects in material and workmanship under normal use and service for a period not to exceed 2 years or 6000 hours, whichever occurs first, from commencement of service. For 2 years or 6000 hours both parts and labor will be warranted.

TICO has developed a comprehensive warranty policy and warranty system. Our goal is to establish policies that will enable consistent, prompt and equitable processing of warranty requests.

The TICO warranty policy and system will enable our distributors to "know where they stand" in most warranty repair situations. This will enable the distributor to classify whether or not a service repair really is warrantable. The distributor can then deal with the customer more effectively. We at TICO want to make justified warranty claim a prompt, consistent and equitable experience for our mutual customers.

It is vital that the warranty registration be completed via registration online and PDI completed and returned to TICO immediately following delivery of vehicle to the customer. This triggers the warranty in our system, enabling the claim to be processed. Completion of the warranty registration is also required by the National Highway Transportation Safety Administration for DOT compliant vehicles in the event contact with user is required. Please consider each claim on its own merits, remembering that this is directly proportionate to your future ability to provide a quality product at a reasonable price. We recommend that all people who deal with warranty service and administration become familiar with the procedures contained in this manual. TICO reserves the right to, at any time, change or revise the provisions of its warranty procedures, effective on or after notification of authorized distributors. All provisions of this manual are effective immediately.

PLEASE MAKE SURE THAT YOUR WARRANTY REGISTRATION AND PDI IS COMPLETED AND RETURNED TO TICO

## Introduction

### I. DETERMINATION OF WARRANTABLE SERVICE

The question as to whether a repair or replacement is actually a warrantable adjustment is documented in this section to help you make that decision. All warranty claims must be filed within the warranty period of twenty-four (24) months or 6,000 hours and within thirty (30) days of the repair. The claim will not be honored if it does not meet this criteria.

### II. DETERMINING WARRANTY RESPONSIBILITY

- A. Has this complaint originated during the stated warranty period?
- B. Is the malfunction a result of abuse or misuses?
- C. Has the unit been maintained properly?
- D. If the complaint has originated during the warranty period, there is no evidence of abuse or misuse and the unit has had proper maintenance, the distributor should proceed to file a warranty claim. This does not, however, ensure that the claim be approved.
- E. Is warranty registration on file?

## Determination of Warranty

**What is Covered by This Warranty.** TICO warrants, to the original purchaser only, that the truck that is the subject of this sale is free from defects in

material and workmanship. The duration of this warranty is as follows:

- a. Frames - As to the main structural frame, seven years from the date of delivery.
- b. TICO Cab – As to the driver’s structural cabin compartment, five years from the date of delivery.
- c. As to all other parts and components, one year from date of delivery or 6,000 hours of use, whichever comes first.

If the purchaser discovers within the applicable period a defect in material or workmanship, it must promptly notify TICO in writing. In any event such notification shall be received by TICO, in the case a defect in the mainframe, no later than 73 months from date of delivery, and in the case of a defect in any other part or component, no later than 25 months from the date of delivery or one month after the first 6,000 hours, whichever comes first. Within a reasonable time after such notification, TICO will correct any defect in material or workmanship with either new or used replacement parts, at TICO’s option.

**TICO will pay for the costs of correcting defects as follows:**

- a. For defects in material or workmanship during the first twenty-four months from the date of delivery or the first 6,000 hours, whichever comes first, both parts and labor are at TICO’s expense.

All warranty work is subject to TICO’s prior examination and approval and will be performed by TICO or at service centers designated by TICO. All transportation to and from designated service center will be at the purchaser’s expense and is not included as a cost of repair covered by this warranty. These remedies are the purchaser’s exclusive remedies for breach of warranty.

## Standard Warranty Policy

### What is Not Covered by This Warranty.

TICO does not warrant engines, transmissions, tires, batteries or any other component which has a warranty covered by its manufacturer. In addition, TICO does not warrant (a) damage caused by use of the truck for purposes other than those for which it was designed; (b) damage caused by accident or the negligence of the purchaser or any third party or by disasters such as fire, flood, wind and lightning; (c) damage caused by the purchaser’s failure to provide normal maintenance as customarily accepted in the industry or as set forth in the maintenance guidelines; (d) filters, belts, brake linings, lights, breakers, and lubricants which are part of normal maintenance service requirements; (e) damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations; (f) damage caused by replacement of original parts or components with unauthorized substitutes; (g) damage during shipment, or (h) any other abuse or misuse by purchaser.

**Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Remedies.** In no case shall TICO be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the truck or any associated equipment, cost of capital, cost of any substitute truck, equipment, facilities, or services, downtime, the claims or third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limit on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

**Warranty Claim Procedures.** The purchaser must notify TICO of a warranty claim prior to any warranty work. TICO will provide the purchaser with further instructions on how to proceed with such warranty claim. Notice of a warranty claim and all other warranty correspondence must be sent digitally to [Warranty@ticotractors.com](mailto:Warranty@ticotractors.com) or physically to: TICO, 66 Cypress Ridge Dr, Ridgeland, SC 29936. TICO may designate new or additional addresses.

**Time Limit for Bringing Suit.** Any action for breach of warranty as to the mainframe must be commenced within 75 months following delivery of the truck. Any action for breach of

warranty as to any other part or component must be commenced within 27 months following delivery of the truck or within the first three months following the first 6000 hours of use, whichever comes first.

**No Other Warranties.** Unless modified in writing signed by both parties, this agreement is understood to be the complete, and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of this truck) relating to the subject matter of this agreement. No employee of TICO or any other party is authorized to make any warranty in addition to those made in this agreement.

**Warranty Registration.** This warranty is conditioned upon receipt by TICO of a completed warranty registration following delivery of vehicle to the customer. The customer registration must be on file for any warranty claim to be considered. If no Warranty registration is filed the warranty of the tractor is initiated at the ship date.

\*Note: Contact specific product OEM: Cummins, Dana, Meritor, Allison.

## Major Components Warranty

\*For additional warranty information, please contact the major components manufacturer or visit their websites.

**1. Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. Limitation of Remedies. In no case shall TICO be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, Negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the coach body or any associated equipment, cost of capital, cost of any substitute coach body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

3. Time Limit for Bring Suit. Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

4. No Other Warranties. Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of this truck) relating to the subject matter of this agreement. No employee of TICO or any other party is authorized to make any warranty in addition to those made in this agreement.