

# WARRANTY GUIDELINES

## WOODBINE MANUFACTURING COMPANY, INC.

### A. Standard Warranty

Tommy Gate provides a limited warranty against faulty materials or workmanship. This limited warranty applies for (1) year from the date of purchase for Standard Railgate models and 650 Series models. This limited warranty against faulty materials or workmanship applies for (2) years from the date of purchase for G2 Series models, Cantilever Series models, Cassette Liftgate models, High-Cycle Railgate models, Tuckunder Series models, V2 Series models, and all pump and motor unit parts. For complete details, see "Warranty Guidelines" in the price book or online.

The return of any affected parts must follow the procedure set forth at #4 of the "Warranty Claims Handling Procedure" which is also set forth on this page.

All affected parts must be returned to the factory prepaid within 30 days – with full credit issued for those found to be defective. Warranty replacement parts will be shipped with freight prepaid by UPS Ground or other carrier of Tommy Gate's choice from the factory or distribution center. If the affected part is not received within 30 days, the transaction shall become a standard part sale and invoice shall be due immediately.

Labor charges to install warranty replacement parts shall be paid in accordance with Tommy Gate's estimated repair time guide and a flat hourly rate established by Tommy Gate. **Deviation from the warranty times listed must be authorized by Tommy Gate in advance.**

The warranty does not include damage resulting from improper installation procedures. Parts must be installed according to Tommy Gate's specifications.

Tommy Gate will not pay labor for removing other equipment to gain access to Tommy Gate equipment. Tommy Gate will not pay labor for time on the road to and from a service call.

Tommy Gate reserves the right to disallow or reduce claims for parts which have been damaged due to misuse, abuse, accidents or improper shipping; or parts which have been incorrectly or unnecessarily replaced.

The warranty is void if the product has been subjected to other than normal use. **There are no warranties, express or implied, including the warranty of merchantability or a warranty of fitness for a particular purpose extending beyond that set forth above.**

### B. Warranty Claims Handling Procedure

The following procedures are required when an authorized distributor submits a warranty claim for a defective Tommy Gate part:

1. Before any expense is incurred, but after the problem has been diagnosed, the authorized distributor should contact Tommy Gate's Warranty Department to discuss the problem and provide the following information:
  - Tommy Gate model number.
  - Tommy Gate serial number.
  - Tommy Gate part number involved and a description of the apparent problem or defect.
  - Liftgate owner's name, address, and phone number.
2. If it is determined that the condition is potentially covered by Tommy Gate's warranty, the authorized distributor will receive instructions on how to proceed. Tommy Gate will decide whether to either repair or replace the product or part in question.
3. If the product or parts are to be repaired, the authorized distributor will receive a **Warranty Request Number**.
4. If the product or parts are to be replaced, the authorized distributor will be instructed to either hold the parts for inspection by a representative, in which case the authorized distributor will receive a **Warranty Request Number**, or the authorized distributor will be asked to return the product for inspection to Tommy Gate, in which case the authorized distributor will receive a **Return Goods Authorization Number**. Under no circumstances are parts to be returned without a **Return Goods Authorization Number**.

**B. Warranty Claims Handling Procedure** *(continued)*

5. After the repair or replacement work is completed, the authorized distributor will submit the claim to Tommy Gate Company with the following information:
  - Tommy Gate **Warranty Request and/or Return Goods Authorization Number**.
  - Authorized distributor performing warranty work.
  - Person responsible for warranty work (contact).
  - Distributor from whom liftgate was purchased.
  - Action taken, cost involved, complete with work orders and parts expense invoices.
6. If defective parts are to be returned to Tommy Gate, they:
  - Must be packaged for each individual warranty return. No multiple warranty claims in the same box.
  - Must be returned "freight prepaid" to Tommy Gate's location.
  - Must be clearly marked with the **RETURN GOODS AUTHORIZATION NUMBER** on the outside of the package.

Warranty claims must be submitted by the authorized distributor on behalf of their customer as part of their customer assistance.

Warranty claim acceptance or rejection is based solely upon defective part inspection and a review of the claim date (outlined in step 5 above) as they apply to the requirements of the Tommy Gate Warranty. Claim reimbursement after acceptance is governed by those allowances previously agreed upon between Tommy Gate and the authorized distributor (as outlined in steps 1-4 above).

**Any warranty claims submitted without a Warranty Request Number or Return Goods Authorization Number and the necessary information will be denied.**

**MISCELLANEOUS**

THESE TOMMY GATE POLICIES AND CONDITIONS OF SALE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING ITS SUBJECT MATTER AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, BOTH WRITTEN AND ORAL, WITH RESPECT TO THE SUBJECT MATTER OF THESE TOMMY GATE POLICIES AND CONDITIONS OF SALE. THESE TOMMY GATE POLICIES AND CONDITIONS OF SALE MAY BE AMENDED BY TOMMY GATE AT ANY TIME UPON NOTICE. THESE TOMMY GATE POLICIES AND CONDITIONS OF SALE ARE BINDING ON AND INURES TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. DISTRIBUTOR MAY NOT ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF TOMMY GATE. IF ANY PROVISION OF THESE TOMMY GATE POLICIES AND CONDITIONS OF SALE IS DECLARED VOID OR UNENFORCEABLE, THEN THE PROVISION IS AUTOMATICALLY AMENDED TO THE MINIMUM EXTENT REQUIRED TO MAKE IT VALID, LEGAL, ENFORCEABLE AND NEAREST TO THE ORIGINAL INTENT, AND THE OTHER PROVISIONS REMAIN IN FULL FORCE AND EFFECT. THE WAIVER OF A BREACH DOES NOT OPERATE AS A WAIVER OF ANY SUBSEQUENT BREACH. THIS AGREEMENT IS GOVERNED IN ALL RESPECTS BY THE LAWS OF IOWA WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT REQUIRE THE APPLICATION OF THE LAW OF A DIFFERENT STATE AND WITHOUT REGARD TO ANY PRESUMPTION OR RULE OF LAW REQUIRING ITS CONSTRUCTION AGAINST THE PARTY DRAFTING ANY PART OF THIS AGREEMENT. THE PARTIES CONSENT TO THE VENUE AND PERSONAL JURISDICTION OF THE FEDERAL OR STATE COURTS IN HARRISON COUNTY, IOWA AS THE EXCLUSIVE FORUMS FOR RESOLUTION OF ANY DISPUTE UNDER THIS AGREEMENT, AND WILL NOT RAISE, AND EACH WAIVES, ANY DEFENSES BASED ON VENUE, INCONVENIENCE OF FORUM, OR LACK OF PERSONAL JURISDICTION IN THESE COUNTIES.