



LIMITED WARRANTY FOR WALK-IN VAN BODY

Morgan Olson Corporation warrants each walk-in van body sold to the original end user and installed on the original chassis to be free of defects in material(s) and workmanship as set forth herein. THIS WARRANTY IS MADE SOLELY TO THE ORIGINAL END USER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

1-Year Coverage

This warranty is for a period of 1 year from date of delivery to the original end user. It covers all equipment and options manufactured or supplied by Morgan Olson, subject to the exclusions as outlined herein. Morgan Olson and/or the supplier reserve the right to request the return of failed parts.

3-Year Coverage

This warranty is for a period of 3 years from date of delivery to the original end user. It covers the unsatisfactory application of paint when applied by Morgan Olson. Paint finishing on steel bumpers and roll-up doors is limited under this warranty for a period of 1 year from date of delivery to the original end user. Morgan Olson reserves the right to request two (2) written estimates for all paint work.

5-Year Coverage

This warranty is for a period of 5 years from date of delivery to the original end user, or for the first 150,000 miles of operation, whichever shall first occur. It covers the main structural components of the body. Included in this coverage are the roof structure, side and cab front structure, floor, and rear frame structure.

Non-Morgan Olson Parts, Accessories, and Goods

Except as outlined above, Morgan Olson makes no warranty on any part, accessory, or goods manufactured by others that are installed on a Morgan Olson Walk-In Van Body. Morgan Olson will assign any warranty provided by suppliers to the customer.

NOT COVERED BY WARRANTY:

Body glass, except for improper installation
Wheel alignment or damage resulting from misalignment
Items lost, stolen, or damaged in transit of the vehicle from the manufacturer to the original end user
Deterioration caused by corrosive, hazardous or otherwise unsafe cargo
Defects in Chassis and/or power unit
Customer decals or graphics
Deterioration due to normal wear and tear
Deterioration due to misuse, abuse, overloading the vehicle beyond the GVWR, failure to follow recommended maintenance procedures outlined in Morgan Olson maintenance manual, acts of nature, including, but not limited to hurricanes, tornadoes, winds, snow, hail, floods or fire, or other contingencies beyond the control of Morgan Olson
Claims resulting from repairs and/or modifications made without approval of Morgan Olson.

It shall be Customer's responsibility to contact Morgan Olson or an authorized repair center before any repairs are made which are covered by or affect this warranty, in order to secure Morgan Olson's prior approval. Morgan Olson shall, at its option, provide a factory or local representative to inspect the equipment prior to issuing such approval. Morgan Olson reserves the right to make changes or improvements in design or product without thereby obligating itself to make the same changes or improvements upon its products previously manufactured. Morgan Olson's warranty is void if Morgan Olson's original equipment parts are not used in repairs.

Without regard to the nature of the claim asserted, Morgan Olson shall not be responsible nor otherwise held liable for any direct, indirect, incidental or consequential damages alleged to have been caused by any product delivered hereunder, including without limitation, lost income or earnings, loss of use, inconvenience, loss or damage to cargo or any personal or real property, expenses for gasoline, rental, and other road service charges, or any other commercial (economic) loss. (This limitation shall apply regardless of whether the exclusive remedy provided hereunder "fails in its essential purpose" within the meaning of Section 2719(b) of the PA Uniform Commercial Code.)

Customer's sole and exclusive remedy for any claim arising out of (a) breach of contract, (b) any defects in products or workmanship, (c) breach of any warranty hereunder, (d) Morgan Olson's negligence in performing hereunder, or (e) any other claim arising hereunder whether in tort, strict liability, or otherwise, shall be limited to the repair or replacement of such products, at Morgan Olson's option, within the period set forth herein, and shall be deemed waived unless such claim is made in accordance with the following procedures: (1) Customer shall give Morgan Olson written notice of such defect, including description of product and defect, within (30) days after such defect is, or ought to have been, discovered; and (2) if and after Morgan Olson requests its return for inspection and / or replacement and such product is returned to Morgan Olson within ten (10) days with freight prepaid by the Customer. Upon receipt of proper notice from Customer and return to Morgan Olson (if requested, as provided hereunder), Morgan Olson shall be obligated to repair or replace such product only if, after Morgan Olson's inspection, such product is found to Morgan Olson's satisfaction (a) to be defective, (b) not to have been manufactured in a workmanlike manner, or (c) not to have been manufactured in accordance with written specifications or drawings, if any, supplied by Customer to Morgan Olson. Customer shall have no other equitable or other remedy at law available to it.

Morgan Olson Warranty Department
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