

Fontaine Armor™ Limited Warranty

Except as provided herein, Fontaine® Fifth Wheel Company, d/b/a Fontaine Parts Connection ("Fontaine") warrants to the first user only ("First User") that each new Fontaine Armor™ yard truck fifth wheel sold in North America will be free from defects in material and workmanship for one year from the date of manufacture by Fontaine.

This Limited Warranty does not cover failures due to:

1. Use in loads that are beyond the weight limits specified in Fontaine Armor™ literature.
2. Improper installation of the fifth wheel (see Fontaine Armor™ Instruction Handbook for proper installation procedures).
3. Normal wear.
4. Accident.
5. Improper application. See Fontaine Parts Connection Application Guide LT-001 for specific application recommendations. Use of the fifth wheel in unapproved applications voids this Limited Warranty.
6. Misuse (e.g., improper coupling), alteration or negligence.
7. Failure to properly maintain the fifth wheel (see Fontaine Armor™ Instruction Handbook for proper maintenance procedures).
8. Inadequate repairs or alterations that, in Fontaine's judgment, adversely affect the fifth wheel's performance or reliability.



Fontaine cannot guarantee the service life of the Fontaine Armor™ since service life can vary with application, usage, maintenance, environment, and other factors beyond Fontaine's control. This limited warranty does not cover "wear items" such as locking components, wear plates, air cylinders, springs, etc. Written authorization from Fontaine must be obtained before replacing or returning any part under this Limited Warranty. All requests for reimbursement must be submitted within 45 days of the repair.

Fontaine warrants that the Fontaine Armor™ shall operate as described in the Fontaine Armor™ Instruction Handbook and that the locking mechanism (locking jaw and stationary jaw) will wear properly on the trailer kingpin when coupled in accordance with Fontaine's instructions. The Fontaine Armor™ yard truck fifth wheel is designed and manufactured for use with SAE 2" trailer kingpins that conform to SAE specification (SAE J700, February 1993) and are subject to the wear limits of SAE specification (SAE J2228, June 1993).

If there is any defect in material and workmanship in the Fontaine Armor™ fifth wheel covered by this Limited Warranty, as determined by Fontaine, Fontaine will, at its option, provide First User with replacement parts or reimburse First User for the reasonable cost of replacement parts, up to the amount of the documented original purchase price of the fifth wheel. All labor costs are excluded. Fontaine may require the unit or part be returned to Fontaine's factory or a Fontaine authorized representative for evaluation and inspection. All freight to and from Fontaine or a Fontaine authorized representative must be prepaid by First User.

This is Fontaine's only warranty. This warranty supersedes all prior Fontaine warranties. Fontaine makes no other warranty of any kind, expressed or implied. All implied warranties or merchantability and/or fitness for a particular purpose are hereby disclaimed by Fontaine and excluded. This Limited Warranty may not be changed except in writing by an authorized officer of Fontaine. Any action for any alleged breach of this Limited Warranty must be commenced within one year after such alleged breach occurred or shall be forever barred.

The remedies stated above shall be exclusive for any and all claims by the First User, or anybody claiming through the First User, against Fontaine, whether based on contract, negligence, tort, or any other theory. In no event shall Fontaine be liable for any incidental or consequential damages, losses, or expenses. This limited warranty gives First User specific legal rights, and First User may also have other rights, which may vary depending on the state, province or country where the truck is registered.

