



FONTAINE PARTS CONNECTION

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Fontaine Parts Connection Limited Warranty

Basic Limited Warranty

Except as provided herein, Fontaine® Parts Connection (“Fontaine”) warrants to the first user only (“First User”) that each new Fontaine part or product (“Part”) sold by Fontaine will be free from defects in material and workmanship as follows:

- (a) fifth wheel top plates and complete assemblies: five years from the date of manufacture by Fontaine.
- (b) all other Parts: one year from the date of sale.

This Limited Warranty does not cover failures due to:

1. Use in loads that are beyond federal and state highway limits or in special overweight load permits.
2. Improper installation. (For installation of fifth wheel top plates and complete assemblies, see appropriate Fontaine Instruction Handbook for proper installation procedures).
3. Normal wear.
4. Accident.
5. Improper application. (See Fontaine Application Guide LT-076 for specific application recommendations for fifth wheel top plates and complete assemblies.) Use of any fifth wheel top plate or complete assembly in unapproved applications voids this Limited Warranty.
6. Misuse (e.g., improper coupling), alteration or negligence.
7. Failure to properly maintain the Part (see appropriate Fontaine Instruction Handbook for proper maintenance procedures for fifth wheel top plates and complete assemblies).
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 any Part since service life can vary with application, usage, maintenance, environment, and other factors beyond Fontaine’s control.

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.

Except as provided herein, Fontaine warrants the performance of each new Fontaine fifth wheel top plate or complete assembly sold in North America that is used in a “standard duty application” for five years from the date of manufacture by Fontaine. A “standard duty application” requires that (i) the vehicle is used 100% on highways with more than 30 miles (48.3 kilometers) between each stop, (ii) the vehicle does not exceed a gross combined vehicle weight of 95,000 pounds (43,000 kilograms), (iii) the total number of towed axles does not exceed two and (iv) the road type is maintained concrete or asphalt.

Fontaine warrants that each fifth wheel top plate or complete assembly covered hereunder shall operate as described in the appropriate Fontaine Instruction Handbook and that the locking mechanism

(jaw & wedge) will wear properly on the trailer kingpin when the fifth wheel top plate is adjusted in accordance with Fontaine's instructions. Fontaine fifth wheel top plates and complete assemblies are 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 any new Fontaine Part covered by this Limited Warranty does not perform as warranted in this Limited Warranty or if there is any defect in material and workmanship in any Part 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 Part. All labor costs are excluded. Fontaine may require the 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.

Special Limited Warranty Provisions: The following special limited warranties are also subject to the basic limited warranty and standard duty application provisions listed above.

Specific Custom Duty, Blocked, Heavy Duty, and Clean Connect (Lube Free) Limited Warranty

Custom duty, blocked, heavy duty, and clean connect (lube free) fifth wheel top plates and completed assemblies are warranted for two years, unlimited mileage, from the date of manufacture by Fontaine.

Specific Retrofit Fifth Wheel Top Plate Limited Warranty

Fontaine fifth wheel top plates that are specifically designed to mount onto another manufacturer's brackets are warranted for five years, unlimited mileage from the date of manufacture of the fifth wheel top plate by Fontaine. This Limited Warranty specifically excludes any parts or components not manufactured by Fontaine, including without limitation any lower assemblies or mounting brackets manufactured by other companies.

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.

Fontaine Parts Connection
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