

Wil-Ro, Inc.

1155 Old Highway 109 North
Gallatin, Tennessee 37066-8179

615.452.6119
wil-ro.com

**WIL-RO, INC. TRUCK BODY LIMITED WARRANTY POLICY**

The obligations of Wil-Ro, Inc. ("Wil-Ro") under this Limited Warranty shall be limited to repairing or replacing any part or parts which, in the sole opinion of Wil-Ro, are proven defective in materials or workmanship under normal use and service during the five-year warranty period of this Limited Warranty. The warranty period commences on the date of purchase by the first owner or one year from the date the product ships from Wil-Ro's factory, whichever occurs first.

This Limited Warranty applies exclusively to truck bodies, including, but not limited to all truck bodies manufactured by Wil-Ro and their integral components manufactured by Wil-Ro. Any other products manufactured by Wil-Ro are specifically excluded from this Limited Warranty.

WARRANTY COVERAGE ELIGIBILITY:

- This Limited Warranty is valid for product(s) shipped from Wil-Ro after June 1, 2019, which remains mounted on the chassis it was originally installed, as solely determined by Wil-Ro.
- Structural integrity of all steel truck bodies is warranted against failure for five (5) years.
- Paint is warranted against peeling and cracking for twelve (12) months.
- We warrant our products to be free from rust-through perforations (as defined below).
- Truck body must have been properly used and maintained for its intended purpose, and in accordance with good industry practice.
- This Limited Warranty applies only to truck bodies and integral components manufactured by Wil-Ro.
- You must be the original purchaser of the truck body.
- You must notify Wil-Ro within the warranty period of any defect and provide Wil-Ro with satisfactory substantiation of the claimed defect.

EXCLUSIONS:**LIMITATIONS AND EXCLUSIONS:**

- WARRANTIES ARE NOT TRANSFERABLE.
- THE FOREGOING WARRANTIES ARE EXCLUSIVE AND THE REMEDIES PROVIDED THEREIN ARE THE SOLE AND ONLY REMEDIES.
- THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

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- EXCEPT AS MAY BE PROHIBITED BY LAW, WIL-RO SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION INCLUDING BUT NOT LIMITED TO LOSS OF TIME, PROFIT, INCONVENIENCE, LOSS OF USE, TOWING FEES, TELEPHONE CALLS OR COST OF MEALS OR LODGING.
- Wil-Ro expressly disclaims and excludes any responsibility or liability for any materials or workmanship related to the installation of a truck bed onto a vehicle chassis by any other person or company, including any incidental or consequential damages or contingent liabilities arising there from.
- This Limited Warranty does not apply to:
 - truck bodies or components that have been abused, misused, overloaded, altered, improperly or damaged due to collision;
 - truck bodies, components, or equipment which have been modified or repaired without the express written consent of Wil-Ro;
 - damages due to the failure to follow the recommended maintenance schedule;
 - fatigue cracking of the truck body structure caused by improper mounting, overloading, or severe off-road applications;
 - damage caused by the transportation or storage of corrosive chemicals or material;
 - applied logos, signs, lettering, custom paint applications, and/or spray-on liners
 - products sold by Wil-Ro, but not manufactured by Wil-Ro.
 - equipment warranted separately by the respective manufacturers of said components;
 - parts not supplied by Wil-Ro;
 - parts which require replacement in the ordinary course of use due to normal wear; and
 - damage or corrosion caused by airborne fallout, salt from the sea air, salt or other materials used to control road conditions, chemicals, tree sap, stones, hail, earthquake, water or flood windstorm, lightning or the application of chemicals or sealants subsequent to manufacture are not covered.
- The following exclusions apply to warranted paint coverage:
 - Damage to paint resulting from deterioration due to acid rain, improper cleaning materials, use or exposure, such as chipping, scratching or damage due to road salt, tar, or pressure washing is not covered.
 - “Rust-through” is defined as corrosion that creates a hole through the metal. Rust on a painted surface is not considered a rust-through covered by this Limited Warranty.
 - Damage caused by carrying corrosive materials, where such materials may have resulted in corrosion or rust-through perforation, are not covered.

WARRANTY REPAIRS

- ALL WARRANTY REPAIRS MUST RECEIVE PRIOR WRITTEN CONSENT FROM WIL-RO AND THE DEFECTIVE PARTS MUST BE RETURNED TO THE WIL-RO FACTORY. Repairs made without prior written authorization from Wil-Ro will not be honored or reimbursed under this Limited Warranty.

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- Wil-Ro reserves the sole right to inspect product claimed for warranty and to determine the best course of action to remedy the warranty claim.
- Warranty repairs must be performed by Wil-Ro or an authorized Wil-Ro distributor.
- Wil-Ro shall not be liable for any vehicle rental reimbursement, loss of vehicle use, inconvenience, storage, lost time/pay, etc. as part of this Limited Warranty.
- Wil-Ro reserves the right to deny any warranty claim in its sole discretion.
- Transportation of any truck body to and/or from Wil-Ro, one of its authorized distributors, or any approved repair facility, shall be the responsibility of the truck body owner. Wil-Ro shall not be liable for any such costs.
- Wil-Ro reserves the right to repair the defect or replace the defective product or part claimed under this Limited Warranty.
- Wil-Ro will pay the cost of material and labor to repair or replace the defective product and reserves the sole right to inspect product claimed for warranty and determine the best course of action to remedy the warranty claim.
- Authorized repairs do not extend the term of this Limited Warranty.

DISCLAIMER

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESSED WARRANTIES AND REPRESENTATIONS. WIL-RO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO WIL-RO TRUCK BEDS WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. NO ONE, INCLUDING AN AUTHORIZED WIL-RO TRUCK BED DISTRIBUTOR, IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF WIL-RO. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED USE ARE LIMITED TO WARRANTY PERIODS STATED ABOVE, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.

DISPUTES UNDER THIS LIMITED WARRANTY

This Limited Warranty shall be deemed to have been made in the State of Tennessee (without regard to the conflict of law principals of the State of Tennessee), including all matters of construction, validity and performance regardless of the location of the Product. YOU EXPRESSLY WAIVE ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE HEREUNDER. You hereby irrevocably submit to the exclusive jurisdiction and venue of courts sitting in the State of Tennessee.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL WIL-RO OR ITS RESPECTIVE OWNERS', EMPLOYEES' OR AGENTS' TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT EXCEED THE AMOUNT OF THE PROCEEDS RECEIVED BY WIL-RO PURSUANT TO ANY CONTRACT OF SALE OR PURCHASE ORDER. UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL WIL-RO BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST

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PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

If you have any questions about your warranty or need to file a claim, please contact Wil-Ro, Inc. at 615-452-6119 or sales@wil-ro.com