



LIMITED WARRANTY FOR VAN BODY

Summit Body & Equipment ("Summit") warrants each 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.

90-Day Coverage

This warranty is for a period of 90 days from date of delivery to the original end user. It covers customer requested items i.e. installation of rear and side overhead doors, liftgates, and other accessories installed but not manufactured by Summit.

1-Year Coverage

This warranty is for a period of 1 year from date of delivery to the original end user. It covers flooring, wiring, swing panel door and hardware, paint, side panels and roof material, corrosion, sealant, interior lining and walk ramp.

3-Year Coverage

This warranty is for a period of 3 years from date of delivery to the original end user. It covers the main structural components of the body. Included in this coverage are the roof structure, side and front wall structure, rear frame and body substructure.

Non-Summit Parts, Accessories, & Goods

Summit makes no warranty on any part, accessory, or goods manufactured by others that are installed on a Summit van body. Summit will assign any warranty provided by suppliers to the customer. Installation by Summit of such items is covered for a period of 90 days. Summit and/or the supplier reserve the right to request the return of failed parts.

NOT COVERED BY WARRANTY

Deterioration caused by corrosive, hazardous or unsafe cargo,
Defects in Chassis and/or Power Unit,
Defects in Products not manufactured by Summit,
Deterioration due to normal wear and tear,
Deterioration due to misuse, abuse, failure to follow recommended maintenance procedures outlined in Summit Owner's Manual, acts of nature, including, but not limited to hurricanes, tornadoes, winds, snow hail, floods or fire, or other contingencies beyond the control of Summit,
Repairs and/or modifications made without the approval of Summit,
Customer decals or graphics,
Mounting or re-mounting not performed by a Summit authorized service center.
Reimbursement for travel time, towing, vehicle rental, service calls, oil, batteries, fabricated parts, loss of income due to downtime, damaged due to misuse or abuse, negligence, accidents, alterations, overtime expenses, routine maintenance or normal wear.

It shall be Customer's responsibility to contact Summit or an authorized distributor before any repairs are made which are covered by or affect this warranty, in order to secure Summit's prior approval. Summit shall, at its option, provide a factory or local representative to inspect the equipment prior to issuing such approval. Summit 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. Summit's warranty is void if Summit's original equipment parts are not used in repairs.

Without regard to the nature of the claim asserted, Summit shall not be responsible nor otherwise be held liable for cargo loss, loss of use, property damage, other commercial (economic) loss, or other direct, indirect, incidental, consequential, or special damages alleged to have been caused by any product delivered thereunder. (This limitation shall apply regardless of whether the exclusive remedy provided hereunder falls in its "essential purpose" within the meaning of Section 2719 (b) of the Pennsylvania 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) Summit'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 Summit'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 Summit written notice of such defect, including a description of product and defect, within (30) days after such defect is, or ought to have been, discovered; and (2) if and after Summit requests its return for inspection and or replacement and such product is returned to Summit within ten (10) days with freight prepaid by the customer. Upon receipt of proper notice from Customer and return to Summit (if requested, as provided hereunder), Summit shall be obligated to repair or replace such product only if, after Summit's inspection, such product is found to Summit'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 Summit. Customer shall have no other equitable or other remedy at law available to it.