LIMITED WARRANTY

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

Cottrell warrants to Buyer for the period set forth below (the "Warranty Period"), from the "In-Service Date" submitted by the customer and approved by Cottrell or Cottrell's Authorized Dealer, that each new Headramp and Trailer will be free from design failures and defects in workmanship under normal use and service as follows:

(1) Headramp and Trailer Mainframe Structure: Thirty-Six (36) Months.
** Does not include wear items such as pivot points, linkages, track sheets, flippers, etc.

(2) Hydraulic cylinders manufactured by Cottrell: Twelve (12) Months. (Hydraulic cylinders, hoses and valves are not covered under this Warranty if the Headramp and Trailer are not purchased as a complete Unit unless proper documentation is included with the claim. As used herein, "proper documentation" refers to any documentation requested by Cottrell on Equipment other than a complete Cottrell Unit, including but not limited to, pressure readings, flow rates, and other information as deemed necessary by Cottrell to approve warranty coverage).

(3) Paint Manufacturer warrants paint on Headramp/Trailer for 500,000 miles or five (5) years from application date, whichever first occurs as follows:

(A) Years 1 and 2 - 100% of materials and labor
(B) Year 3 - 100% of materials and 50% of labor
(C) Year 4 - 50% of materials and labor
(D) Year 5 - 50% of materials and 25% of labor

Track surfaces and moly-lubed surfaces on the Headramp/Trailer are excluded from this paint warranty. (See Paint Manufacturer's Warranty for additional details).

(4) Axles, suspension, lighting, hydraulic valves, hydraulic hoses and other related items supplied to Cottrell by various component manufacturers are warranted by that particular manufacturer under its warranty policy and not by Cottrell. All claims for warranty work should be directed to Cottrell for determination and handling.

(5) All warranty work must be approved and a work order issued by Cottrell before repair/replace work is commenced. Photographs of alleged failed parts shall be furnished by Buyer/Customer/Dealer at the request of Cottrell. Failed parts shall be returned to Cottrell on all claims.

THE FOREGOING WARRANTIES APPLY ONLY TO THE ORIGINAL BUYER (WARRANTIES ARE NOT TRANSFERABLE OR ASSIGNABLE), AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Cottrell's obligations under this Warranty are limited to repair or replacement at Cottrell's option and at Cottrell's facility in Gainesville, Georgia, or at a location approved by Cottrell, of any product or parts thereof that Cottrell determines may not conform to this Warranty. Buyer shall promptly notify Cottrell in writing of any alleged defect in the Product and specifically describe the problem. Cottrell shall have no obligation under this Warranty with respect to any defect unless it receives notice and a description of such defect during the Warranty Period. Upon receipt of such notice, Cottrell shall advise Buyer that warranty service shall be provided, or that the problem is not covered under this Warranty. Buyer shall pay the costs of transportation for warranty work.

The foregoing warranties shall not apply to the Product in the event it has been (i) used or operated in a manner inconsistent with the use intended by Cottrell, (ii) modified or repaired by anyone other than Cottrell's personnel or Cottrell's authorized representatives, (iii) damaged because of accident, neglect or misuse by anyone other than Cottrell's personnel, or (iv) damaged during shipment and/or when returning the Product to Cottrell for repair or replacement. Any statements made about the Product by salespersons, dealers, distributors or agents are not warranties, shall not be relied upon by Buyer, and are not part of the sale.

Cottrell shall in no event have obligations or liabilities to Buyer or any other person for loss of profits, loss of use or collateral (including cargo damage), incidental, special or consequential damages, whether based on contract, tort (including negligence), strict liability, or any other theory or form of action, even if Cottrell has been advised of the possible theory or form of action, arising out of the sale, delivery, use, repair or performance of the Product, or any failure or delay in connection with any of the foregoing. In no event shall the liability of Cottrell arising out of or in connection with the sale of the Product exceed the actual amount paid by Buyer to Cottrell for the Product.