



# FIVE YEAR WARRANTY

AS PART OF OUR COMMITMENT TO QUALITY AND CUSTOMER SERVICE, WE ARE PLEASED TO EXTEND THIS FIVE YEAR WARRANTY TO THE ORIGINAL PURCHASER FROM CHEETAH CHASSIS CORPORATION OF THE EQUIPMENT SPECIFIED:

- PURCHASER \_\_\_\_\_
- SALES ORDER \_\_\_\_\_
- COMPLETION DATE \_\_\_\_\_
- SERIAL NUMBER(S) \_\_\_\_\_

### COVERED BY THIS WARRANTY

CHEETAH CHASSIS CORPORATION WARRANTS EQUIPMENT SPECIFIED BY US AGAINST FACTORY DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF FIVE YEARS AFTER COMPLETION. IF WE FIND ANY EQUIPMENT TO HAVE BEEN DEFECTIVE WITHIN THE TERMS OF THIS WARRANTY AT THE TIME OF COMPLETION, WE WILL CHOOSE EITHER TO REPAIR OR REPLACE IT.

CHEETAH CHASSIS MUST BE NOTIFIED OF ANY CLAIM OF ANY DEFECT UNDER THIS WARRANTY AS SOON AS POSSIBLE AFTER THE DEFECT IS, OR OUGHT TO HAVE BEEN DISCOVERED. IF WE DEEM IT TO BE NECESSARY, IT IS THE PURCHASER'S RESPONSIBILITY TO RETURN THE EQUIPMENT TO CHEETAH RIGHT AWAY SO THAT WE CAN EVALUATE THE PROBLEM.

CHEETAH CHASSIS CORPORATION PAINT WARRANTY WILL EXTEND ONLY TO COMPONENTS FABRICATED AND METAL PREPARATION COMPLETED BY CHEETAH CHASSIS CORPORATION. ACCORDINGLY, ITEMS EXCLUDED FROM THE PAINT WARRANTY INCLUDE, BUT ARE NOT LIMITED TO, AXLES, RIMS WHEELS, LANDING GEAR, SUSPENSION, ETC.

### WARRANTY EXCLUSIONS

CHEETAH CHASSIS CORPORATION'S WARRANTY RESPONSIBILITY DOES NOT INCLUDE THE FOLLOWING:

ALL PARTS WHICH ARE SUBJECT TO WEAR AND TEAR, AND THOSE WHICH, EVEN THOUGH NOT DEFECTIVE, ARE USUALLY REPLACED IN PROPER MAINTENANCE PROGRAMS SUCH AS SEALS, GASKETS, LAMPS, BRAKE SYSTEM COMPONENTS, ETC. .

PARTS, ACCESSORIES, AND COMPONENTS WHICH ARE SPECIFIED BY THE PURCHASER OR INSTALLED AS A RESULT OF PURCHASER'S SPECIFIC REQUIREMENTS.

EQUIPMENT WHICH HAS BEEN ABUSED, MISUSED, ALTERED OR IMPROPERLY MAINTAINED; OR NOT MAINTAINED AND OPERATED IN ACCORDANCE WITH THE SUGGESTIONS AND INSTRUCTIONS OF THE MANUFACTURER OF THE EQUIPMENT AS WELL AS PARTS, ACCESSORIES OR COMPONENTS THEREOF.

EQUIPMENT WHICH IS OPERATED OR USED IN SERVICE AFTER THE CLAIMED DEFECT IS, OR OUGHT TO HAVE BEEN DISCOVERED.

EQUIPMENT EMPLOYED IN OTHER THAN PROPER USE. "PROPER USE" MEANS LOADING, UNLOADING AND CARRIAGE OVER PROPERLY MAINTAINED PUBLIC HIGHWAYS OF UNIFORMLY DISTRIBUTED LOADS OF CORRECTLY SECURED, NON-CORROSIVE CARGO. THE EQUIPMENT AND EACH OF ITS PARTS MUST NOT BE SUBJECTED TO CONCENTRATED LOAD, OR LOAD EXCESS OF THE LIMITATIONS IMPOSED BY THE MANUFACTURER; OR ACCIDENTAL DAMAGE, CASUALTY, IMPACT OR SHOCK GREATER THAN ORDINARILY ENCOUNTERED IN THE SERVICE FOR WHICH THE EQUIPMENT AND EACH OF ITS PARTS WAS INTENDED. THE EQUIPMENT MUST NOT BE SUBJECTED TO HIGH DENSITY CARGO OR ANY CARGO WHICH MAY OXIDIZE, DENT, PUNCTURE, CONTAMINATE OR DAMAGE IN ANY WAY THE INTERIOR OR EXTERIOR OF THE EQUIPMENT. ANY AND ALL USED EQUIPMENT IS SOLD, "AS IS".

CHEETAH'S LIABILITY DOES NOT EXTEND TO CARGO LOSS, LOSS OF EQUIPMENT USE, WAREHOUSING, TRANSPORTATION COST, LABOR, HANDLING OR SERVICE CHARGES, LOSS OF BUSINESS, OR ANY OTHER DAMAGES, LOSSES, CHARGES, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE, IN CONNECTION WITH, RELATED TO, OR ARISING OUT OF THE SALE, USE, OPERATION, ALTERATION, REPAIR OR REPLACEMENT OF ANY EQUIPMENT OR PART OR COMPONENT THEREOF.

REPAIR OR REPLACEMENT OF ANY EQUIPMENT OR PART, BY ANYONE FOR ANY REASON, WILL NOT EXTEND THE WARRANTY PERIOD, NOR OBLIGATE CHEETAH TO REPAIR OR REPLACE ANY OTHER EQUIPMENT OR PART.

#### HOW TO FILE A CLAIM

1. NOTIFY CHEETAH'S WARRANTY ADMINISTRATOR AT 570-752-2709 IMMEDIATELY UPON DISCOVERY OF A DEFECT.
2. PROVIDE THE FOLLOWING INFORMATION:
  - A. SERIAL NUMBER OF THE EQUIPMENT
  - B. NAME OF COMPANY SUBMITTING CLAIM
  - C. A COMPLETE DESCRIPTION OF THE PROBLEM
  - D. PHOTOGRAPHS OF PROBLEM AREA, WHEN REQUIRED
  - E. NAMES OF TWO PROPOSED REPAIR SHOPS AND COPIES OF THEIR REPAIR ESTIMATES
  - F. LOCATION OF EQUIPMENT SO IT CAN BE INSPECTED
3. IF THE CLAIM IS APPROVED UNDER THE TERMS OF THIS WARRANTY, CHEETAH WILL ISSUE A CLAIM NUMBER, WHICH MUST APPEAR ON ALL INVOICES SUBMITTED.
4. CHEETAH MAY REQUIRE THAT THE EQUIPMENT, OR CERTAIN PARTS OR COMPONENTS, BE RETURNED TO OUR BERWICK, PENNSYLVANIA OFFICE, A CHEETAH AFFILIATE, OR A DESIGNATED SERVICE SHOP AT PURCHASER'S EXPENSE. REPLACEMENT PARTS WILL BE FURNISHED, CONDITIONS PERMITTING, IF CHEETAH DETERMINES PART TO BE DEFECTIVE.
5. ALL WARRANTY WORK MUST BE PERFORMED AT THE LOCATION DESIGNATED OR APPROVED BY THE CHEETAH WARRANTY ADMINISTRATOR. WARRANTY COVERAGE IS LIMITED TO WORK SPECIFICALLY AUTHORIZED.
6. ANY UNAUTHORIZED WORK OR PARTS APPEARING ON AN INVOICE FILED IN CONNECTION WITH A WARRANTY CLAIM WILL NOT BE PAID BY CHEETAH, AND MAY DELAY PROCESSING THE REMAINDER OF THE CLAIM. WORK PERFORMED WITHOUT PRIOR AUTHORIZATION OF THE WARRANTY ADMINISTRATOR WILL NOT BE PAID UNDER ANY CIRCUMSTANCES.
7. IF YOU HAVE ANY QUESTIONS ABOUT CHEETAH'S WARRANTY POLICY OR A SPECIFIC SITUATION, CONTACT THE WARRANTY ADMINISTRATOR AT 570-752-2709.

*ANY CLAIM THAT CHEETAH IS NOT FULFILLING ITS OBLIGATION UNDER THIS WARRANTY MUST BE MADE IN WRITING WITHIN 60 DAYS OF THE ALLEGED BREACH OR THE CLAIM WILL BE CONSIDERED WAIVED, EVEN IF IT TAKES PLACE AFTER THE WARRANTY PERIOD, REGARDLESS OF ANY DISCUSSION, AGREEMENT, INSPECTION OR INVESTIGATION.*

*NOTWITHSTANDING ANY TERMS, CONDITIONS OR PROVISIONS IN ANY ORDER ACKNOWLEDGEMENT OR OTHERWISE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS WHATSOEVER, EXPRESSED OR IMPLIED BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.*

*THIS WARRANTY IS VALID ONLY IN THE CONTINENTAL UNITED STATES AND CANADA. WARRANTY OUTSIDE OF THE CONTINENTAL UNITED STATES AND CANADA IS LIMITED.*

*UTILIZING CHASSIS IN AN OFF ROAD SERVICE WILL RENDER THE WARRANTY NULL AND VOID.*

*THIS WARRANTY AND ANY OF THE RIGHTS ARISING THERE FROM, ARE NOT ASSIGNABLE, TRANSFERABLE OR AVAILABLE TO ANY PERSON OTHER THAN THE ORIGINAL PURCHASER AND MAY NOT BE ALTERED, SUPERSEDED OR MODIFIED EXCEPT IN WRITING SIGNED BY AN OFFICER OF CHEETAH CHASSIS CORPORATION.*



*CHEETAH CHASSIS CORPORATION  
3<sup>RD</sup> & OAK STREETS  
BERWICK, PA 18603  
570-752-2709*