

BRUTE SERIES LIMITED WARRANTY

Hallco™ Industries, Inc. hereby warrants, only to the first owner of a new Hallco™ Brute series system from the factory or selling distributor, that the product shall be free from defects in material and workmanship for a period of <u>one year</u> after delivery to the first owner. Hydraulic components shall be warranted as free from defects in material and workmanship for a period of three years after delivery to the first owner. This warranty does not cover normal wear and tear and maintenance and is not to be construed as a service contract.

Owner's Obligation:

To qualify for warranty coverage, a **Warranty Card** must be completed and returned to **Hallco™ Industries**, **Inc.** within **ten (10) days** of delivery. The equipment must be subject to normal use and service only.

Definition of Normal Use and Service:

"Normal use and service" means the loading and/or unloading of uniformly distributed, **non-corrosive** material properly restrained and secured on properly maintained public roads, with gross vehicle weights not in excess of factory-rated capacity as stated in the vehicle owner's manual. For stationary installations, "normal use and service" means the conveying of uniformly distributed, **non-corrosive** material, with weights not in excess of factory-rated capacity.

Sole and Exclusive Remedy:

If the product covered hereby fails to conform to the above Warranty, **Hallco™ Industries**, **Inc.** sole liability under this Warranty and the owner's sole and exclusive remedy is limited to repair or replacement of the defective part(s) at a facility authorized by **Hallco™ Industries**, **Inc.**. Contact **Hallco™ Industries**, **Inc.** for the closest Authorized Dealer. This is the owner's sole and exclusive remedy for all contract claims, and all tort claims including those based on strict liability in tort and/or negligence. Any defective part(s) must be shipped freight prepaid to **Hallco™ Industries**, **Inc.**, **Tillamook Oregon**.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, HALLCO™ INDUSTRIES, INC. MAKES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY, SPECIFICALLY: NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY ARE MADE. FURTHER, HALLCO INDUSTRIES WILL NOT BE LIABLE FOR INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCT, DAMAGE TO THE PRODUCT, TOWING EXPENSES, LEGAL FEES AND THE LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER CLAIM OR REASON.

Tort Disclaimer:

Hallco™ Industries, Inc. shall not have any liability in tort with respect to the products, including any liability based on strict liability in tort and/or negligence, or any other theory.



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BRUTE SERIES WARRANTY CONDITIONS

Warranty conditions are as follows:

- The warranty period is for the first equipment owner only.
- A warranty period is one (1) year for the entire Hallco™ Brute system from the date of delivery to the first purchaser.
- A warranty period is one (1) year for any electrical component of the Hallco™ Brute system.
- A warranty period of three (3) years fro the hydraulic components from date of delivery to the first purchaser.
- The Brute series system must be installed by the trailer manufacturer according to Hallco™ installation procedures located in the Installation Manual.
- Purchaser must follow recommended maintenance and control procedures located in the Owners Manual.
- In the case of a malfunction, trailer manufacturer or Hallco™ Industries, Inc. must be informed within 10 business days.

The following components are not covered by the warranty:

- Malfunction of equipment, or caused by equipment, which was not supplied by Hallco™ Industries, Inc..
- Malfunction caused by the use of dirty oil, or oil of the wrong type as stated in the owner's manual.
- Malfunction caused by overheated oil: maximum temperature of 180° F or 82° C.
- Malfunction caused by corrosive materials.
- Malfunction caused by overloading or improper use.
- Malfunction caused by repair work performed by an unauthorized third party. Contact Hallco™ Industries, Inc. for the closest authorized dealer.
- Filter elements and components, which are subject to wear-and-tear.
- Defects in electrical components due to incorrect connection and/or incorrect voltage levels.

The Warranty is void if:

- The Brute series system is used for purposes which have not been recommended by Hallco™ Industries, Inc..
- The wet kit does not meet Hallco™ Industries, Inc. system recommendations.
- The Hallco[™] Brute series system is not installed properly.
- Loads in excess of legal limits are moved with the system without written permission from Hallco™ Industries, Inc..



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BRUTE SERIES WARRANTY REGISTRATION

Warranty Registration Process:

Warranty registration will be the responsibility of the selling party to the end user, (The Dealer or Manufacturer of the trailer or bin).

The warranty registration card (below) must be completed and returned to Hallco Industries in order for the warranty period to begin <u>on the date of delivery</u> (date purchaser actually takes delivery of trailer). The beginning of the warranty will be the date of manufacture if the warranty card is not completed and sent to Hallco™ Industries, Inc..

To validate the warranty, this registration card must be filled out completely and returned to Hallco Industries within ten (10) business days of <u>delivery to the original end customer.</u>

You can fill out and submit your warranty online at: www.hallcoindustries.com/warranty-card

Alternatively, you can fill out the form below and either mail or e-mail it to:

Mail, Fax or e-mail warranty card to:

Hallco Industries, Inc. PO Box 505 Tillamook, OR 97141 USA Fax: +1 (503) 842-4866 info@hallcoindustries.com

Hallco™ Industries Warranty Registration Card

Purchaser:	E-mail:
Company:	Phone:
Address:	State:
City:	Postal Code:
Country:	Trailer Manufacturer:
Date of Delivery:	Trailer VIN #:
Brute Model Number:	Dealer Name:
Brute Serial Number:	Dealer Location:
Type of Material Unloaded:	Trailer Leased or Owned:

I have fully read the Hallco™ Industries warranty information and I/we fully understand and agree to the terms of the warranty.

Signature: _____ Date: ____



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