

LIMITED WARRANTY

(Effective 07-08-2011)

SECTION 1 - WARRANTY TERMS

R•O•M Corporation (“R•O•M”) warrants that the equipment and parts sold by it (collectively, the “Product”) will be free from manufacturing defects for a period of up to 7 years from date of purchase provided that the Product is used under conditions of normal use, that regular periodic maintenance and service is performed and that the Product was installed in accordance with R•O•M’s instructions.

The limited warranty is not transferable in the event the Product is sold, traded or transferred to another party.

SECTION 2 - EXCEPTIONS TO WARRANTY TERMS

2.1 R•O•M Replacement Parts:

- a. Warranty period for manufacturing defects equivalent to warranty of original product.

2.2 R•O•M Roll-up Shutter Door / Horizontal Hose Bed Cover:

- a. Warranty period for manufacturing defects is 7 years from the date of purchase (excluding electrical components).
- b. *LED V3 Lightbar components* - Warranty period for manufacturing defects is 7 years from the date of purchase.
- c. *Door ajar switch* - warranty period for manufacturing defects is 3 years from the date of purchase.
- d. *All other electrical components* – warranty period for manufacturing defects is 1 year from the date of purchase.
- e. Perfect Match Wet Paint System™:
 - *PPG Delta / Delfleet*: Covered 100% for 84 months from date of purchase for excessive loss of gloss caused from cracking, checking and hazing. Covered 100% for 84 months from date of purchase for cracking or checking, peeling or de-lamination of the topcoat or other layer of paint.
 - *Sikkens Autocoat LV*: Covered 100% for 84 months from date of purchase for items directly related to durability and appearance of the topcoat (gloss, color retention, cracking). Covered for 72 months from date of purchase, for items related to the integrity of the entire coating system (adhesion, peeling), coverage will be 100% for the first 36 months from date of purchase, from the 37th month to the 48th month from the date of purchase coverage will be 50%, from the 49th month to the 72nd month from date of purchase coverage will be 25%.
 - *DuPont Performance Coating products – Imron and Imron Elite*: R•O•M warrants that finished areas will be free throughout the warranty period from: corrosion, blistering, cracking, peeling, hazing, chalking, delamination, and unreasonable loss of gloss throughout the entire finished area. Covered 100% for 60 months from date of purchase, coverage will be 75% from the 61st month to the 72nd month from the date of purchase, and coverage will be 50% from the 73rd month to the 84th month from date of purchase.
 - *Other*: Contact factory.

2.3 R•O•M Extreme Cargo Tray and Slides:

- a. Warranty period for manufacturing defects is 7 years from the date of purchase.

2.4 DuroLumen™ LED V3 Light:

- a. Warranty period for manufacturing defects to the original consumer/purchaser is 7 years from the date of purchase.

2.5 LoadMaker™ Bulkhead (3” construction):

- a. Warranty period for manufacturing defects is 1 year from the date of purchase.
- b. *Core*: For the life of the bulkhead, the core will not delaminate or break from flexural movement along the length of the core.

2.6 Center ZoneMaker™ Bulkhead (2” construction):

- a. Warranty period for manufacturing defects is 1 year from the date of purchase.
- b. *Core*: For period of 5 years from date of purchase, the core will not delaminate or break from flexural movement along the length of the core.

2.7 T-Warrior™ Bulkhead (3” construction):

- a. Warranty period for manufacturing defects is 1 year from the date of purchase.

2.8 R•O•M Roadwarrior™ and Sidekick™ Ramps, Carriers, Platforms, Ladders, etc...:

- a. Warranty period for manufacturing defects is 1 year from the date of purchase.

2.9 R•O•M LinksGuard™ Chain Gates, Dock Gates, Truck Gates, etc...:

- a. Warranty period for manufacturing defects is 1 year from the date of purchase.

SECTION 3 - EXCLUSIONS FROM WARRANTY

3.1 This limited warranty does not cover normal maintenance, service and adjustments or damage to Product relating to:

- a. Accident, alteration, misuse, negligence, abuse, vandalism or physical damage;
- b. Any repair, replacement or alteration by a facility not approved in advance by R•O•M;
- c. Improper installation (including electrical damage caused by improper installation), failure to follow the installation instructions provided by R•O•M;
- d. Use inconsistent with the instruction manual or abuse;
- e. Use of equipment or parts not manufactured by R•O•M;
- f. Fire, explosion, implosion, flood, earthquake, lightning strike, acid rain, chemical fallout, catastrophic event, or other act of God or nature;
- g. Exposure to severe environmental conditions or excessive heat;
- h. Exposure to chemicals and other substances (other than cleaning agents specifically recommended in the instruction manual);
- i. Exposure to unintended uses and/or substances;
- j. Acts or omissions of any carrier delivering the Products;
- k. Any failure to care for or maintain the Products in accordance with the instruction manual;
- l. Damage to the R•O•M Roll-up Shutter Door resulting from the door being left in the open position while the vehicle is in motion.
- m. Damage to the R•O•M Roll-up Shutter Perfect Match Wet Paint System™ resulting from or relating to:
 - Application or removal of stickers, decals, adhesive tapes or adhesives of any kind or other subsequently applied signs, artwork or lettering; or

- Accidents, scratches, abrasions, chips, bruises and gloss reduction to the Perfect Match Wet Paint System™ caused intentionally, accidentally or by normal vehicle use and maintenance; or
 - Hazing, chalking, loss of gloss or peeling of the Perfect Match Wet Paint System™ caused by improper care, abrasive polishes, aggressive chemicals, cleaning agents, heavy-duty pressure washing or aggressive mechanical wash systems; or
- n. Damage to the LoadMaker™, ZoneMaker™, or T-Warrior™ bulkheads resulting from excessive compressive forces of any kind, any puncture, cutting, or ripping.
 - o. The DuroLumen™ LED V3 Light limited warranty does not apply to:
 - Severe applications, such as off-road vehicles, construction equipment, buses, or external applications (these applications are examples only and are not all inclusive of such excluded applications); or
 - Damage due to chemicals and or incompatible cleaners.

SECTION 4 - CONDITIONS OF WARRANTY

4.1 This limited warranty is conditioned upon and will be invalidated by failure to comply with the following conditions:

- a. The Product and any ancillary equipment, components or parts must be installed in accordance with the instruction manual provided by R•O•M.
- b. Regular maintenance and service must be performed on the Products;
- c. The Products must be put to their intended use;
- d. Replacement parts must be manufactured by R•O•M;
- e. Complete compliance with the claims procedure set forth in Section 5 below; and
- f. R•O•M must have received full and timely payment of all invoices issued to the customer.

SECTION 5 - NOTICE OF CLAIMS AND REPLACEMENT POLICY

5.1 Claims under this limited warranty must be in writing and presented to and received by R•O•M Corporation at 6800 East 163rd Street, Belton, Missouri 64012, within the applicable warranty period set forth in Sections 1 and 2 above. All claims must include the serial number of the Product, the name of the purchaser, and the date the alleged problem was discovered. Within 30 business days of receiving a written claim pursuant to Section 5.1, a member of R•O•M's staff will contact the customer and arrange for a time and place for a R•O•M representative to inspect the Products, if necessary. Alternatively, R•O•M may request the return of the Product.

If R•O•M instructs the customer to return the Products to R•O•M, the item will be assigned a Return Goods Authorization ("RGA") number and the item must be returned to R•O•M within 30 days of the RGA number being assigned. If the item is not returned within 30 days of the assignment of the RGA number, this limited warranty will terminate and R•O•M will have no further liability or obligation with respect to that Product.

- 5.2** After a representative of R•O•M inspects the Products or assesses the problem, R•O•M will take appropriate action, in its sole discretion, to remedy the alleged problem. If the claim is for a manufacturing defect, R•O•M must be satisfied, in its sole discretion, that the Products were defective at the time it left R•O•M's factory.
- 5.3** If R•O•M ships replacement parts prior to the receipt of the allegedly defective part, the replacement part at R•O•M's discretion will be invoiced FOB Belton, Missouri and upon receipt of the allegedly defective part, R•O•M will credit the customer's account, if R•O•M determines, in its sole discretion, that the returned part is covered by this limited warranty.
- 5.4** Labor reimbursement up to 3 years. R•O•M will determine, at its own discretion, the amount of time that it will reimburse for any labor associated with this limited warranty, depending on the nature of the claim. R•O•M will not reimburse any labor connected with the removal or reinstallation of adhesives, decals, stickers, tapes, etc... R•O•M may reimburse for labor with prior approval from an authorized R•O•M representative strictly adhering to the guidelines listed below. This authorization will

pay for removal, replacement and reinstallation of the allegedly defective Product. Warranty coverage only applies to original equipment supplied by R•O•M and does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives, equipment removal, compartment configurations (i.e.: false walls, shelves), etc... Reimbursement is for repairs only, travel to and from truck location is not covered.

Guidelines – maximum allowance:

R•O•M Roll-up Shutter Doors and Parts:

- | | | | |
|----------------------|-----------------|--------------------------|-----------|
| • 1 Door | 1.5 hours | • 1 Bottom Rail Assembly | 1.0 hour |
| • 1 Curtain (slats) | 1.5 hours | • 1 Slat Replacement | 1.5 hours |
| • 1 Door Ajar Switch | 1.0 hour | • 1 Operator | 1.5 hours |
| • Other | Contact Factory | | |

Other R•O•M Products: (Contact Factory)

Maximum reimbursement rate is \$60.00 per hour.

SECTION 6 - REMEDY

- 6.1 The customer's exclusive remedy under this limited warranty is the repair or replacement of the Product, as determined by R•O•M in its sole discretion.

SECTION 7 - LIMITATION OF LIABILITY

- 7.1 **THE LIMITED WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY MADE BY R•O•M CORPORATION, AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. R•O•M CORPORATION SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PUNATIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST SALES, OR INJURY TO PERSON OR PROPERTY. NO REMEDY FOR SUCH DAMAGES SHALL BE AVAILABLE REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY.**
- 7.2 **NO STATEMENT MADE BY ANY PERSON WITH RESPECT TO ANY PRODUCT SHALL CONSTITUTE A WARRANTY, BE RELIED UPON ANY CUSTOMER OR BE DEEMED PART OF THIS LIMITED WARRANTY OR ANY SALE AGREEMENT BETWEEN R•O•M AND THE CUSTOMER.**

SECTION 8 – CHANGED, RETURNED OR CANCELLED ORDERS

- 8.1 Changed orders: Alterations or modifications requested within 10 working days (15 working days for painted orders) of the scheduled ship date could result in additional charges for incurred material and labor costs, and may effect the delivery date.
- 8.2 Cancelled orders: Cancelled orders are subject to a 10% cancellation fee.
- 8.3 Returned items: With prior approval goods may be returned within 10 business days of invoice date (excludes custom made products & parts). Returned goods are subject to a 15% restocking fee. No credit allowed for goods returned without prior approval.