



THREE YEAR WARRANTY

EFFECTIVE AS OF FEBRUARY 1, 2017

AS PART OF OUR COMMITMENT TO QUALITY AND CUSTOMER SERVICE, JOHN EVANS MANUFACTURING CO. ("EVANS") IS PLEASED TO EXTEND THIS THREE YEAR WARRANTY TO THE ORIGINAL PURCHASER OF THE EQUIPMENT SPECIFIED:

- PURCHASER:
- SALES ORDER:
- COMPLETION DATE:
- SERIAL NUMBER(S):

COVERED BY THIS WARRANTY

EVANS WARRANTS SPECIFIED EQUIPMENT AGAINST FACTORY DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF THREE YEARS AFTER COMPLETION, IF PROPERLY MAINTAINED AND USED IN NORMAL SERVICE, AND SUBJECT TO THE EXCLUSIONS LISTED BELOW. 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.

EVANS PAINT WARRANTY EXTENDS ONLY TO COMPONENTS FABRICATED AND METAL PREPARATION COMPLETED BY EVANS. ACCORDINGLY, ITEMS EXCLUDED FROM THE PAINT WARRANTY INCLUDE, BUT ARE NOT LIMITED TO, AXLES, RIMS, WHEELS, LANDING GEAR, AND SUSPENSIONS. COATINGS APPLIED OVER VENDOR PAINT SYSTEMS ARE ALSO EXCLUDED.

AS A PRECONDITION TO EVANS' OBLIGATION UNDER THIS WARRANTY, PURCHASER MUST NOTIFY EVANS OF ANY CLAIM OF ANY DEFECT UNDER THIS WARRANTY IMMEDIATELY AFTER THE DEFECT IS, OR OUGHT TO HAVE BEEN, DISCOVERED. IT IS THE PURCHASER'S RESPONSIBILITY TO RETURN THE EQUIPMENT TO EVANS AS SOON AS POSSIBLE FOR INSPECTION OF THE EQUIPMENT AND EVALUATION OF THE CLAIM.

WARRANTY EXCLUSIONS

THE WARRANTY HEREIN DOES NOT APPLY TO, AND EVANS MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE FOLLOWING:

PAINT ON COMPONENTS NOT FABRICATED BY EVANS AND METAL PREPARATION NOT COMPLETED BY EVANS, INCLUDING FOR EXAMPLE, BUT WITHOUT LIMITATION, AXLES, RIMS, WHEELS, LANDING GEAR AND SUSPENSIONS.

COATINGS APPLIED OVER VENDOR PAINT SYSTEMS.

PARTS, ACCESSORIES OR COMPONENTS WHICH ARE NOT DEFECTIVE BUT WHICH, DUE TO WEAR AND TEAR, REQUIRE REPLACEMENT DURING THE WARRANTY PERIOD AS PART

OF ANY PROPER MAINTENANCE PROGRAM, INCLUDING FOR EXAMPLE, BUT WITHOUT LIMITATION, SEALS, GASKETS, LAMPS, AND BRAKE SYSTEM COMPONENTS.

PARTS, ACCESSORIES, OR COMPONENTS MADE OR DISTRIBUTED BY OTHER MANUFACTURERS THAT ARE INSTALLED ON THE EQUIPMENT IN ACCORDANCE WITH PURCHASER'S SPECIFICATIONS OR REQUIREMENTS.

TIRES AND OTHER PARTS, ACCESSORIES, OR COMPONENTS AS TO WHICH A SEPARATE MANUFACTURER'S OR SUPPLIER'S WARRANTY APPLIES.

EQUIPMENT WHICH HAS BEEN ABUSED, MISUSED, ALTERED OR IMPROPERLY MAINTAINED, OR WHICH HAS NOT BEEN 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.

PARTS, ACCESSORIES OR COMPONENTS THAT HAVE BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN EVANS OR ITS AUTHORIZED SERVICE PROVIDER.

EQUIPMENT EMPLOYED IN OTHER THAN NORMAL USE. "NORMAL USE" MEANS USAGE IN THE MANNER AND FOR THE PURPOSES FOR WHICH SUCH EQUIPMENT IS CUSTOMARILY UTILIZED, AND INCLUDES THE LOADING AND UNLOADING 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 IN 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.

NORMAL DETERIORATION OF STEEL, ALUMINUM, PAINT, TRIM AND APPEARANCE ITEMS RESULTING FROM USE AND EXPOSURE TO THE ELEMENTS.

ANY AND ALL USED EQUIPMENT IS SOLD "AS IS."

EVANS' 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 EVANS TO REPAIR OR REPLACE ANY OTHER EQUIPMENT OR PART.

HOW TO FILE A CLAIM

1. NOTIFY EVANS' WARRANTY ADMINISTRATOR AT 866-381-3735 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, EVANS WILL ISSUE A CLAIM NUMBER, WHICH MUST APPEAR ON ALL INVOICES SUBMITTED.
4. EVANS MAY REQUIRE THAT THE EQUIPMENT, OR CERTAIN PARTS OR COMPONENTS, BE RETURNED TO ITS SUMTER, SOUTH CAROLINA OFFICE, AN EVANS AFFILIATE, OR A DESIGNATED SERVICE SHOP AT PURCHASER'S EXPENSE. REPLACEMENT PARTS WILL BE FURNISHED, CONDITIONS PERMITTING, IF EVANS DETERMINES PART TO BE DEFECTIVE.
5. ALL WARRANTY WORK MUST BE PERFORMED AT THE LOCATION DESIGNATED OR APPROVED BY THE EVANS 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 EVANS, 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 EVANS' WARRANTY POLICY OR A SPECIFIC SITUATION, CONTACT THE WARRANTY ADMINISTRATOR AT 866-381-3735.

ANY CLAIM THAT EVANS 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 EXPRESSLY IN LIEU OF, AND PURCHASER HEREBY WAIVES, ANY AND 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 OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR 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.

THIS WARRANTY AND ANY OF THE RIGHTS ARISING THEREFROM, 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 EVANS.



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