



BWS WARRANTY AGREEMENT - TOW DECK PLATFORM

This is a legal contract between the original owner, BWS Manufacturing Ltd., and the retailing BWS Authorized Representative or Dealership.

1 YEAR BUMPER TO BUMPER	Except for exclusions specified below, BWS Manufacturing Ltd. warrants that the specified BWS Tow Deck Platform (TDP) herein will be free from defects in materials and workmanship, <u>under normal use and service</u> , for the period of the first 12 months of regular service post the date-in-service. This warranty extends only to the original first owner. It is non-transferable and applies only to OEM installed components and equipment.
3 YEAR PAINT & FINISH	Steel shot blast, commercial/industrial top coat and oven baked finish is warranted against defects in materials and workmanship for 3 years prorated, from the date of manufacture. Any custom colors are subject to a 1 year non-prorated warranty only. Does not cover against general wear and tear such as stone chips or fade.
1 YEAR CYLINDER	BWS Manufacturing Ltd. warrants all hydraulic cylinders installed on the Tow Deck Platform (TDP) to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date-in-service, only to the original first owner.
3 YEAR MAIN STRUCTURE & SUPER STRUCTURE	In addition to the above prescribed 12 month warranty period, BWS Manufacturing Ltd. also warrants the Tow Deck Platform main structure (subframe) and deck superstructure to be free from defects in materials and workmanship, <u>under normal use and service</u> for a period of 3 years from the date-in-service, only to the original first owner.
7 YEAR LIGHTING	Grote Ultra Blue 7 year warranty on the male pin harness. 10 year warranty on tail lights.

Any new or used BWS equipment sold through any auction (private or public), does not qualify for any BWS Manufacturing Ltd. administered or supported warranty coverage whatsoever.

AT THE SOLE DISCRETION OF BWS MANUFACTURING LTD.

- Your sole exclusive remedy arising from your use of this BWS equipment is limited to the repair or replacement of any specified defective parts and/or materials. All warranty work is to be performed at an authorized BWS Warranty Dealer or an approved service provider.
- Claims made from far away/remote locations may necessitate advance repair quote submissions from local and capable repair shops/facilities to be prepared for, reviewed by and accepted by BWS Manufacturing Ltd., as being the best and most reasonable remedy for a given situation.
- If a BWS Tow Deck Platform (TDP) is sold to a rental or leasing company, it carries the remaining balance of the warranty coverage. If the TDP is subsequently sold to an end user following the rental or lease period, the remaining warranty may be transferred to the new owner, provided that a valid CVI / MVI inspection is completed and a copy of such document is forwarded to the BWS Warranty Department for registration. Notwithstanding the above, the paint warranty is non-transferable and terminated at the time of transfer.
All component warranties will be handled by the Dealer.



EXCLUSIONS FROM BWS WARRANTY COVERAGE

This warranty shall not apply to:

1. Components manufactured by organizations other than BWS Manufacturing Ltd. when independently warrantied by that Component Supplier/Manufacturer beyond the BWS Manufacturing Ltd. 12 month warranty terms; such as, but not limited to: tires (refer all claims directly to the tire manufacturer), suspension components, axles, wheel/hub bearing systems, brake components, ABS system and components, air, electrical or hydraulic accessory systems and ABS sensor alignment.
2. Any Tow Deck Platforms (TDP) which have been operated in such a manner against the specific instructions or recommendations of BWS Manufacturing Ltd., or which have been neglected in regular user maintenance or used in any way deemed inappropriate to the opinion of BWS Manufacturing Ltd. consequently adversely affecting the intended performance levels.
3. Any Tow Deck Platforms (TDP) to which affected original parts have been removed or altered, or had user "custom" alterations made, without the express written consent and approval of BWS Manufacturing Ltd.
4. Normal required regular maintenance, adjustment(s), and service.
5. Any Tow Deck Platforms (TDP) operated with cargo(s) / payload(s) exceeding the rated unit capacity.
6. Any/all freight and transportation costs associated with any warranty claim(s) to BWS Manufacturing Ltd.
7. Any OEM-installed third-party components.
8. The cab and chassis (truck) onto which the Tow Deck Platform (TDP) is installed, including any components not supplied or installed by BWS Manufacturing Ltd. and any damage to such vehicle resulting from pre-existing condition, incompatibility, improper use, overloading, or modifications not approved by BWS Manufacturing Ltd.

BWS WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

BWS Manufacturing Ltd. and the Authorized Dealer offer no other warranties - expressed or implied. It is agreed that neither BWS Manufacturing Ltd., nor the dealer shall be liable for any incidental or consequential damages (including, but not limited to the loss of income, damage to vehicle(s) / equipment, attachments, trucks and cargo, towing expenses, attorney's fees, and the liability you may have in respect to any other person / party).

TIME LIMIT ON COMMENCING LEGAL ACTION

It is agreed that you have one (1) year from the accrual of the cause of action to commence any legal action, arising from the purchase or use of the specified BWS equipment or be barred forever. To the extent any provision of this warranty contravenes the law of an affected local legal jurisdiction such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected thereby.



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On the date of sale, I have read and understand the BWS Warranty Agreement, its terms and conditions, and acknowledge receipt of my copy of this agreement.

(Please print clearly or type)

TOW DECK PLATFORM INFORMATION

Date of sale DD / MM / YYYY

BWS TDP Serial Number (VIN)

BWS TDP Model

Date of delivery DD / MM / YYYY

DEALERSHIP INFORMATION

Dealership name

Dealership address : Street Number, Street Name

City

Postal / Zip code Province / State

Dealer Sales Representative Name

FIRST PURCHASER INFORMATION

Company name

Company shipping address : Street Number, Street Name

City

Postal / Zip code Province / State

PURCHASER'S PRIMARY CONTACT

(necessary for Warranty Administration)

Full Name

Title / Position

Email address

Phone number (____) _____ - _____

Purchaser's Signature

TO BE CARRIED OUT BY THE DEALER AT THE TIME OF DELIVERY

Customer must review and sign off on each item as confirmation it was completed.

Completed the BWS Warranty Registration Form	Explain the BWS Warranty to the customer.
Review Operation and Service Manual with the customer.	Explain required maintenance program to the customer.
Explain and demonstrate the vehicle and accessory operation to the Customer.	Present completed warranty registration copy to the customer and forward a copy to the BWS Warranty Department.

BWS Manufacturing Ltd. Warranty Department - warranty@bwstrailers.com