

Fontaine® Limited Warranty

Basic Limited Warranty

Fontaine Fifth Wheel Company ("Fontaine") warrants each fifth wheel sold in North America on or after January 1, 2010 to be free from defects in material and workmanship for five years from the date of sale with the exception of Blocked and Xtra Heavy Duty fifth wheels which are warranted for two years.

This warranty does not cover failures due to:

1. Use in loads that are beyond federal and state highway limits or in special overweight load permits.
2. Improper installation of the fifth wheel (See appropriate Fontaine Instruction Handbook for proper installation procedures).
3. Normal wear.
4. Accident.
5. Improper application. See Fontaine Application Guide LT-076 for specific application recommendations. Product used in unapproved applications voids manufacture warranty.
6. Misuse, alteration or negligence.
7. Failure to properly maintain the fifth wheel (See appropriate Fontaine Instruction Handbook for proper installation procedures).
8. Inadequate repairs or alterations that, in Fontaine's judgment, adversely affect the fifth wheel's performance or reliability.

Fontaine cannot guarantee the service life of any fifth wheel since service life can vary with application, usage, maintenance, environment, and other factors beyond Fontaine's control.

Limited Performance Warranty

Fontaine warrants the performance of each fifth wheel sold in North America on or after January 1, 2010 that is used in a "standard duty application" for five years from the date of sale. A "standard duty application" requires that (i) the vehicle is used 100% on highways with more than 30 miles (48.3 kilometers) between each stop, (ii) the vehicle does not exceed a gross combined vehicle weight of 95,000 lbs. (43,000 kilograms), (iii) the total number of towed axles does not exceed two and (iv) the road type is maintained concrete or asphalt.

Fontaine warrants that each fifth wheel covered hereunder shall operate as described in the Fontaine Instruction Handbook, and the locking mechanism (jaw & wedge) will wear properly on the trailer kingpin when the fifth wheel is adjusted in accordance with the manufacture specifications. Fontaine fifth wheels are

designed and manufactured for use with SAE 2" trailer kingpins that conform to SAE specification (SAE J700, February 1993) and are subject to the wear limits of SAE specification (SAE J2228, June 1993).

Lube Free Specific Warranty

Fifth wheel lube free components are warranted for two years unlimited mileage per "standard duty application" requirements as listed.

Replacement of Parts and Repairs

Authorization from Fontaine must be obtained before replacing or returning any part under this Limited Warranty. **All request for reimbursement must be submitted within 45 days of the repair.**

If the fifth wheel does not perform as warranted in this Limited Warranty, or if there is any defect in the material or workmanship covered by this Limited Warranty, Fontaine will, at its option, provide buyer with parts or reimburse the buyer for parts at its reasonable acquisition cost, up to the amount of the original suggested retail price. Further, Fontaine will cover labor cost in repairing the fifth wheel as long as the labor rate is reasonable and the repair time does not exceed Fontaine's Standard Rate Time chart. Fontaine may require the unit or part to be returned to Fontaine's factory or a Fontaine authorized representative for evaluation. All freight to and from Fontaine or a Fontaine authorized representative must be prepaid.

This is Fontaine's only warranty (Excludes Custom Duty fifth wheel warranty). Fontaine makes no other warranty of any kind, expressed or implied. All implied warranties or merchantability and/or fitness for a particular purpose are hereby disclaimed by Fontaine and excluded. This Limited Warranty may not be changed except in writing by an authorized officer of Fontaine. Any action for any alleged breach of this Limited Warranty must be commenced within one year after such alleged breach occurred or shall be forever barred.

The remedies stated above shall be exclusive for any and all claims by the original user, or anybody claiming through the original user, against Fontaine, whether based on contract, negligence, tort, or any other theory. **In no event shall Fontaine be liable for any incidental or consequential damages, losses, or expenses.**

This limited warranty gives the buyer specific legal rights, and buyer may also have other rights, which may vary depending on the state, province or country where the truck is registered.



CONNECT YOUR BUSINESS WITH FONTAINE®

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