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LIMITED WARRANTY

SPARTAN TRUCK COMPANY, INC. (SPARTAN) warrants each new SPARTAN Roll-Off, Trailer, Bin Delivery unit, or Power Pole unit for one (1) year on parts and labor and according to the following terms:

This warranty coverage provides for original retail purchaser (Customer) only. The effective date is the original retail sale date. The Warranty will be honored only when report of delivery report has been received by SPARTAN.

All Warranty work needs to be performed by an authorized SPARTAN service Agent/Dealer. Report of sale will be required before any warranty work can proceed. Coverage during the first ninety (90) days will include labor schedule, cost of parts replacement and freight charges for any parts return requested.

This Warranty does not cover service items subject to normal wear, such as - but not limited to - brake linings, tires, belts, light bulbs, fuses etc. or components installed on products manufactured by SPARTAN.

This Warranty does not provide coverage for any unit that has been subject to misuse, neglect, negligence, accident or operated in a way contrary to the operating or maintenance instructions as specified in the unit operator's manuals.

This warranty does not apply to any unit that as been altered or modified so as to adversely affect the unit's operation, performance or durability, or that has been modified so as to change its intended use. In addition, the warranty does not extend to repairs made necessary by normal wear, or by the use of parts or accessories not supplied by SPARTAN.

An authorized SPARTAN Agent/Dealer must perform repairs or replacements qualifying under this warranty. SPARTAN responsibility with respect to claims is limited to making the required repairs or replacements. No claim of breach of warranty shall be cause for cancellation of the contract of sale of any unit. SPARTAN assumes no liability or responsibility for loss of use of the unit, loss of time, inconvenience, or other damage, consequential or otherwise, including but not limited to all costs for delivering the units to the Agent/Dealer and all costs of returning the units to the owner, mechanic travel time, telephone or fax charges, trailering or towing charges, rental of like unit during the time warranty repairs are being performed, travel, lodging, loss or damage to personal property, or loss of revenue.

SPARTAN reserves the right to change or improve the design of any unit without assuming the obligation to modify units previously manufactured by SPARTAN.

All implied warranties are limited in duration to one (1) year for original unit standard parts and labor. Accordingly any such implied warranties - including merchantability, fitness for a particular purpose or otherwise - are disclaimed in their entirety after the expiration of the warranty period. SPARTAN obligation under this warranty is absolutely and exclusively limited to repair or replacement of defective parts, and SPARTAN does not assume and does not authorize anyone to assume for them, any other obligation.

This policy only covers warranty performed by authorized by SPARTAN Agent/Dealer. A completed and accurate installation report is required to verify any warranty claim.

Examples of Items not covered by Limited Warranty

Normal service requirements occurring during warranty, such as adjustments and cleaning or wear of drive belt or drive chain.

Work over and above the repair and replacement of defective parts.

Unit subject to misuse, neglect, negligence or accident.

Units that have been altered or modified so as to adversely affect its operation, performance and durability or to change its intended use.

Repairs made necessary by use of parts or accessories which are either incompatible with the unit or adversely affect its operation, performance or durability.

Units not operated or maintained in accordance with the instructions in the SPARTAN service manual.

Units installed at Customer location in excess of one (1) year from SPARTAN ship date.

Periodic checking, lubricating the unit or service checkup.

All costs of delivering to the Agent/Dealer and all costs of returning the unit back to the owner, mechanics's travel time, trailering or towing charges, or rental of a like unit during the time in which warranty repairs are being performed.

This warranty applies only to the original retail purchaser of the completed products shipped from a SPARTAN facility. Second owner or subsequently owned units are not covered under the warranty.

This warranty applies to components and parts that are specific to the Titan I Roll-Off Kit. Improper installation or damage to components by the Dealer, Distributor, or Customer, will void coverage to those specific components and any other component damaged as a result of improper installation done at their location or facility.

Owners Obligation and Responsibility

Normal maintenance service and replacement of service items are the responsibility of the Agent/Dealer and as such are not considered defects in material or workmanship with the terms of this warranty. Individual operating habits and usage may contribute extensively to the need for maintenance service.

It is the responsibility of the installing SPARTAN Agent/Dealer to advise Customer on proper maintenance and care of the unit.

To ensure warranty coverage the Agent/Dealer must verify that Customer has maintained all components in proper adjustment and serviced the unit as specified in the owner's manual. This includes proper lubrication for all components and correct recommended battery maintenance, to maintain the battery fluid levels and charges as specified, as well as maintain the correct pressure in the tires of the unit.

This warranty covers all products sold worldwide by SPARTAN on or after November 15th, 2005, and supersedes all other warranty policies or statements.