Town of Londonderry, New Hampshire

268B Mammoth Road ● Londonderry, NH 03053
(603) 432-1100 ● londonderrynh.gov

Londonderry Town Council Meeting / Budget Workshop
Monday, November 30, 2026, 6 p.m., Moose Hill Council Chambers

A. CALL TO ORDER

B. PUBLIC COMMENT

C. BOARD APPOINTMENTS & REAPPOINTMENTS

1. **None**

D. PUBLIC HEARING

1. **Receive public input, discuss, and approve the Memorandum of Understanding for a Water Special Assessment District**

    a. **Presentation:** *Administrative Services Director Kirsten Hildonen*
    b. **Opening of the public hearing**
    c. **Questions & comments by the public**
        - **Residents who are unable to attend the public hearing may submit written comments to the Town Council by email using the link: SUBMIT PUBLIC COMMENT ONLINE**
    d. **Closing of the public hearing**
    e. **Council deliberation & action**

Documents:

1. 2026-11-30 WSAD COVER SHEET.PDF
2. 2026-11-30 WSAD IMPROVEMENT PLAN.PDF
3. 2026-11-30 EXHIBIT A MAP.PDF
4. 2026-11-30 EXHIBIT B LIST OF PROPERTIES IN THE DISTRICT.PDF
5. 2026-11-30 WSAD MEMORANDUM OF UNDERSTANDING.PDF

E. NEW BUSINESS

1. **Receive an update from Greater Derry Community Health Services (CHS) regarding its programs and services.**

    A representative from CHS will provide an overview of the programs, resources, and assistance available to Londonderry residents, including the organization's role in supporting the Town's human services needs.

Documents:

2026-11-30 COMMUNITY HEALTH SERVICES INFORMATION.PDF

2. **Budget Workshop – Department budgets for discussion**

    Budget documents and related information are available on the Town's Budget webpage.

    a. **Fire Department**
    b. **Information Technology**
    c. **Public Works / General Government**
    d. **Sewer**
    e. **Solid Waste**
    f. **Town Manager**
        - **Legal**
        - **General Assistance**
        - **Conservation**
        - **Town Council**
        - **Cultural Affairs**

Documents:

2026-11-30 NHMA 2027 LETTER.PDF

3. **Discuss and approve a capital reserve withdrawal request from the Fire Truck Capital Reserve Fund for up to a total of $700,000.**

(Finance Director Justin Campo)

The Fire department is looking to utilize up to $700,000 from the Fire Truck Capital Reserve Fund to be put towards the purchase of two new fire engines and to decrease the amount needed to be financed for the two incoming new engines.

Documents:

1. 2026-11-30 COVER SHEET_FIRE TRUCK CRF WITHDRAWAL REQUEST.PDF
2. FIRE - ENGINE-PUMPER BID 830.PDF
3. FIRE - ENGINE-PUMPER BID 879.PDF
4. 2026-20 - FIRE TRUCK CRF (FIRE TRUCKS).PDF

F. OLD BUSINESS

1. **Approve the Intermunicipal Agreement for Pelham Dispatch Services.**

(Fire Chief James Young)

The Town of Londonderry is currently contracted by the Town of Pelham to provide emergency dispatch services. The current contract expires on January 1, 2027. The Fire Department is requesting that the Council approve a renewal of the contract for three years.

Documents:

1. 2026-11-30 COVER SHEET _PELHAM DISPATCH CONTRACT.PDF
2. PELHAM FIRE DISPATCH CONTRACT FY28 TO FY30.PDF

2. **Discuss and review the proposed Recreation Ordinance language.**

Documents:

1. 2026-11-16 COVER SHEET_RECREATION ORDINANCES.PDF
2. 2026-11-16 CHAPTER 130 PARKS AND RECREATION FACILITIES.PDF
3. 2026-11-16 CHAPTER XXII TOWN COMMON WITH REDLINES.PDF
4. 2026-11-16 CHAPTER XXIII PARKS WITH REDLINES.PDF
5. 2026-11-16 CHAPTER XXVIII SANCTIONING WITH REDLINES.PDF
6. ORDINANCE 2026-17 AMEND ADMIN CODE RECREATION ORDINANCE.PDF

G. APPROVAL OF CONSENT ITEMS

1. **Dec 2026 Tax Warrant**

Documents:

2026P02 TAX BILL.PDF

2. **Supplemental Tax Warrant**

Documents:

SUPPLEMENTAL BILL P02 2026_REDACTED.PDF

H. OTHER BUSINESS

1. **Liaison Reports**
2. **Town Manager Report**

I. PUBLIC COMMENT

J. NON-PUBLIC SESSION

K. ADJOURNMENT

L. MEETING SCHEDULE

1. **Proposed Future Agenda Items: Dates may be tentative, and this list is not considered all-inclusive**

   a. **December 7, 2026; Moose Hill Council Chambers; 6 p.m.**

      - **Public Hearing:** Receive public input, discuss and consider approving the proposed amendments to Recreation ordinances
      - Budget Workshop
      - Determination of Bond Hearing

   b. **December 14, 2026; Moose Hill Council Chambers; 7 p.m.**

      - **Public Hearing:** Receive public input, discuss and act upon fiscal year 2028 budget and bond (if necessary)
      - Approval of MOA template for field usage Town sports leagues & organizations w/associated process
      - Presentation on updated facility use policy for Town-owned public & recreational facilities
      - Budget Workshop

In addition to the items listed on the agenda the Town Council may consider other matters not on the posted agenda and may enter a non-public session or convene in a non-meeting in accordance with RSA 91-A if the need arises.  *View the most recent Town Council agenda online.*

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Town Council Meeting – Agenda Item Coversheet

Meeting Date: 11/30/2026
Submitted By: ASD Kirsten Hildonen
Department: Town Manager's Office

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 15 minutes
TC OFFICE USE

Agenda Item Title: Receive public input, discuss and approve the Memorandum of Understanding for a Water Special Assessment district.

Background and Purpose: At the March 10, 2026 Town election, Londonderry's voters approved the use of $400,000 from Undesignated Fund Balance to fund a Special Assessment District for the purposes of assisting homeowners with the cost of connecting their homes to newly built water mains.

Town staff originally attempted to organize support for a petition to form a Water Special Assessment District earlier in 2026, prior to the completion of the water lines. However, only 35% of property owners submitted petition cards.

On September 13, 2026, NH RSA 162-X went into effect, which allows the governing body of any town to form a Special Assessment District provided that 60% of residents sign a memorandum of understanding with the Town. Additionally, the water lines are now operable and ready for connection, as such more property owners have expressed interest in using Special Assessment District funds to connect their home to water mains.

Action: Approve the Memorandum of Understanding for the Water Special Assessment District and authorize the Town Manager to sign on behalf of the Town.

Proposed Motion: ***MOVED that the Londonderry Town Council approves the Memorandum of Understanding for a Water Special Assessment District and authorizes the Town Manager to sign each memorandum on behalf of the Town.***

Attachments: Water Special Assessment District Improvement Plan and Exhibits; Memorandum of Understanding signature page

Improvement Plan

Londonderry Water Service Connection Special Assessment District

Town of Londonderry, New Hampshire

RSA Chapter 52-A Improvement Plan

Date	November 9, 2026
Water Provider	Pennichuck Water
Program Administrator	Department of Public Works
Final Application Approval Authority	Town Manager
Funding Source	Water Special Assessment Fund
Initial Appropriation	$400,000

1. Purpose

The purpose of this Improvement Plan is to establish a special assessment district (the “District”) under RSA Chapter 52-A to assist eligible residential property owners in financing the construction cost of connecting their homes to newly available public potable water service provided through Pennichuck Water.

The District is intended to help eligible homeowners connect from an available curb stop, gate valve, or similar service connection point to their home. The District does not finance the general cost of constructing water mains, does not create a district-wide cost-sharing model, and does not require nonparticipating property owners to pay for another property's connection.

Under this Plan:

a. participation is voluntary;

b. each participating property owner is responsible for 100% of the eligible net cost of that owner's individual water service connection;

c. costs are not distributed among all properties in the District;

d. nonparticipating properties are not assessed under this Plan;

e. each assessment is based on the special and peculiar benefit received by the specific property being connected to public water;

f. no assessment shall exceed the proportionate share of benefit received by the assessed property; and

g. eligible homeowners may repay the assessment over a selected term of 2 to 15 years through semiannual property tax billing.

2. Statutory Authority

This Improvement Plan is adopted pursuant to RSA Chapter 52-A, Special Assessment Districts and RSA 162-X: Special Assessment Districts.

RSA 52-A authorizes a town to establish special assessment districts in which public facilities and services may be provided and financed through service charges, special assessments, or other lawful charges within the district.

RSA 52-A defines "public facilities" to include capital improvements, including potable water facilities, with a life expectancy of three or more years. RSA 52-A also defines "public services" to include functions, operations, design, engineering, planning, maintenance, and repair activities performed to provide public facilities.

This Plan is intended to satisfy RSA 52-A:1 and RSA 52-A:4, I(b) I by setting forth the supplemental public facilities and services to be provided in the District, the plan for providing them, the budget and fee structure, and the method for calculating and collecting special assessments.

RSA 162-X authorizes the governing body of any city or town to enter into special assessment memorandums of understanding with 60 percent of properties’ owners to establish special assessment districts.

3. District Boundaries

The District shall include eligible residential properties located within the following road areas, as shown on the District Boundary Map attached to the petition as Exhibit A:

a. High Range Road, limited to addresses between 28 and 252 on the east side and properties on the west side between addresses 37 and 259 that are not eligible for connection to the water line under the Consent Decree agreement with Saint-Gobain Performance Plastics;

b. Parmenter Road;

c. Old Nashua Road, from Parmenter Road east to Route 102; and

d. South Road, from South School to approximately 32 South Road.

The District shall include only properties with a new water line extension and curb stop that the Town anticipates will be operational by the end of the 2026 construction season.

The estimated number of eligible properties in the initial District is:

Road Area	Approximate Number of Eligible Connections
Parmenter Road	20
High Range Road	88
Old Nashua Road	28
South Road	43
Total Estimated Eligible Properties	**179**

The final property list shall be based on the District Boundary Map, Town assessing records, Pennichuck Water service availability, and the Town's determination of eligibility.

4. Eligible Properties

Participation in the District is limited to residential properties containing one-family or two-family dwellings.

The following property types are not eligible to participate in the District under this Improvement Plan:

a. condominium units or condominium associations;

b. residential properties containing three or more dwelling units;

c. vacant lots;

d. commercial or business properties;

e. industrial properties;

f. institutional properties;

g. mixed-use properties; and

h. any property not capable of connection to Pennichuck Water through the new water infrastructure serving the District.

A property must meet all of the following conditions to participate:

a. the property is located within the approved District boundaries;

b. the property is a one-family or two-family residential property;

c. the property is capable of connecting to Pennichuck Water through an available curb stop, gate valve, or approved service point;

d. the property owner voluntarily applies to participate;

e. the property owner submits PFAS testing results from within the past three years;

f. the property owner submits an itemized contractor estimate, or an itemized estimate for materials and equipment rentals if the owner proposes to perform the work directly;

g. the property owner agrees to apply for any available NHDES PFAS Removal Rebate Program funding, if eligible;

h. the property owner executes an assessment agreement in a form approved by the Town;

i. the Town Manager approves the application; and

j. funding is available in the Water Special Assessment Fund.

5. Public Facilities and Services to Be Provided

The District will provide a financing and reimbursement program for eligible construction-related costs associated with connecting participating residential properties to Pennichuck Water.

Eligible facilities and services may include:

a. construction of the individual water service connection from the curb stop, gate valve, or other approved Pennichuck Water service point to the participating dwelling;

b. site work necessary to install the individual service connection;

c. materials directly required for the connection;

d. labor directly required for the connection;

e. design and engineering directly related to the individual service connection;

f. trenching, excavation, bedding, backfill, and compaction;

g. ledge removal or other construction work necessary to install the service connection;

h. equipment rental costs for owner-performed work, if approved by the Town;

i. site restoration directly related to work necessary to complete the connection; and

j. other construction-related costs approved by the Department of Public Works and determined to be directly necessary for the individual connection.

The Town shall not be responsible for selecting, hiring, supervising, directing, inspecting, warranting, or managing any contractor retained by a property owner.

6. Ineligible Costs

The following costs are not eligible for reimbursement or assessment financing under this Plan:

a. paving, driveway paving, driveway repair, or paved surface restoration not directly related to the work required to complete the project or in excess of that required to complete the project.;

b. lawn restoration, landscaping, loam, seed, sod, or similar exterior aesthetic restoration not directly related to the work required to complete the project or in excess of that required to complete the project;

c. irrigation repairs or plantings;

d. permit fees;

e. inspection fees;

f. Pennichuck Water connection fees;

g. meter fees or deposits;

h. water company charges not directly approved as eligible construction costs;

i. Town administrative fees;

j. legal fees incurred by the property owner;

k. private financing charges incurred by the property owner;

l. water bills or ongoing water usage charges;

m. ongoing maintenance, repair, or replacement costs after the connection is complete;

n. costs related to contractor disputes, claims, delays, liens, or defective work;

o. costs incurred before Town approval, unless expressly approved by the Town Manager;

p. costs not supported by itemized invoices, receipts, or other documentation acceptable to the Town; and

q. any cost not determined by the Town to be directly related to the construction of the individual water service connection.

7. Voluntary Participation

Participation in the District's financing program is voluntary.

No property owner shall be assessed under this Plan solely because the owner's property is located within the District.

A property shall be assessed only if:

a. the owner applies to participate;

b. the property is determined eligible;

c. the Town approves the application;

d. the owner executes the required assessment agreement;

e. the owner completes the approved connection work;

f. the owner submits required invoices, receipts, and rebate documentation; and

g. the Town reimburses the owner for eligible costs.

In accordance with the requirement, under RSA 52-A:3, that special assessments levied and collected pursuant to a designated special assessment district shall not exceed a proportionate share of the benefits received by the property upon which special assessments are imposed, no special assessment shall be levied or collected against a property that does not participate in this program.

8. Special Benefit Finding

RSA 52-A requires that the special benefit to the district be enumerated to the Town Council prior to the Council approving the formation of the District. Connecting homes within the District to Pennichuck Water provides a special and peculiar benefit to these properties.

The special benefit may include:

a. access to public potable water;

b. reduced reliance on a private well with known or potential contamination;

c. improved drinking water reliability;

d. improved public health protection for occupants;

e. increased utility of the property;

f. improved marketability of the property;

g. potential enhancement of property value; and

h. other benefits specific to the property being connected.

Because each participating property receives an individual connection and an individualized benefit, the equitable method of apportionment is to assess each participating property for its own eligible net connection cost only.

No property shall be assessed for the cost of another property's connection.

9. Apportionment of Costs

Costs shall be apportioned as follows:

a. each participating property shall be assessed 100% of that property's eligible net connection cost, subject to the minimum and maximum assessment limits in this Plan;

b. each nonparticipating property shall be assessed $0;

c. no costs shall be divided equally among all properties in the District;

d. no costs shall be allocated by frontage, acreage, assessed value, dwelling count, or other district-wide formula;

e. no property shall subsidize another property's individual connection;

f. any NHDES rebate or other approved external funding shall reduce the amount assessed to the participating property; and

g. all costs above the maximum assessment amount, all costs below the minimum assessment threshold, and all ineligible costs shall remain the sole responsibility of the property owner.

10. Assessment Calculation

For each participating property, the assessment shall be calculated as follows:

Actual eligible construction-related project cost **minus** approved or available NHDES rebate funding, if eligible **minus** any other approved grants, rebates, third-party payments, or owner upfront payments **equals** net eligible assessment amount, subject to the minimum and maximum limits below.

- The minimum assessment amount is $2,000.
- The maximum assessment amount is the lesser of:
  a. the actual eligible project cost minus the NHDES rebate, if eligible; or
  b. $30,000.

If the net eligible amount is less than $2,000, the property is not eligible for assessment financing under this Plan unless the Town Council later amends the minimum assessment requirement.

If the net eligible amount exceeds $30,000, the assessment shall be capped at $30,000, and the property owner shall be responsible for all remaining costs.

11. NHDES Rebate Requirement

A participating property owner who is eligible, or may be eligible, for the NHDES PFAS Removal Rebate Program must apply for the rebate before receiving reimbursement from the Town.

Before reimbursement, the property owner must provide proof acceptable to the Town that the owner has applied for the NHDES rebate, if eligible.

If the NHDES rebate is received prior to the Town processing the reimbursement, the Town shall only assess the difference between the eligible project cost and the NHDES rebate amount, subject to the $30,000 maximum assessment cap.

If the NHDES rebate is not received prior to the Town processing the reimbursement, the Town may require one or more of the following:

a. documentation of the rebate application;

b. documentation of rebate eligibility or ineligibility;

c. a written assignment of the rebate proceeds to the Town;

d. a written agreement requiring the property owner to remit the rebate proceeds to the Town upon receipt;

e. reduction of the Town reimbursement by the estimated rebate amount; or

f. another procedure approved by the Town Manager and Town Attorney to prevent duplicate reimbursement.

If NHDES determines that the owner is not eligible for a rebate, the Town may calculate the assessment without a rebate offset, subject to all other requirements of this Plan.

12. Administrative Fee

Each participating property owner shall pay a non-interest administrative fee to the Town.

The administrative fee shall be calculated as:

$300 plus $50 per year of the selected assessment term

Examples:

Selected Assessment Term	Administrative Fee
2 years	$400
5 years	$550
10 years	$800
15 years	$1050

The administrative fee shall be paid upfront at the time required by the Town, which may be at application approval, execution of the assessment agreement, or before reimbursement.

The administrative fee is not eligible for reimbursement and shall not be included in the special assessment principal. In the case of early repayment, the administrative fee is not refundable. The administrative fee shall be deposited into the general fund to assist in covering the costs incurred through the administration of the Special Assessment District.

No interest shall be charged on the assessment principal.

13. Repayment Term

A participating property owner may select a repayment term between 2 years and 15 years, subject to Town approval.

The selected repayment term shall be stated in the assessment agreement.

Because no interest is charged, the semiannual assessment installment shall generally be calculated by dividing the final assessment principal by the total number of semiannual installments in the selected term.

For example:

Final assessment principal / selected term in years / 2 = semiannual installment

The Town may adjust payment calculations as needed for rounding, tax billing administration, partial billing periods, prepayments, or corrections.

14. Billing and Collection

In accordance with RSA 52-A:10 and RSA 162-X:4, assessments shall be payable at the same time and in the same manner as property taxes assessed under RSA 76 and shall remain a lien, co-equal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims until paid.

Assessments shall be billed semiannually with the property tax bill.

Assessments shall be subject to the same due dates, late fees, interest, liens, collection procedures, and enforcement remedies applicable to unpaid property taxes, as allowed by RSA Chapter 52-A and 162-X and other applicable law.

The Tax Collector shall collect assessment installments in the same manner as property taxes.

Amounts collected shall be deposited into the Water Special Assessment Fund or other applicable special assessment fund established for this purpose.

15. Application Process

The Department of Public Works shall administer the application process.

Each applicant must submit a complete application in the form required by the Town. A complete application shall include, at minimum:

a. owner name and contact information;

b. property address;

c. confirmation that the property is a one-family or two-family residential property;

d. PFAS testing results from within the past three years;

e. an itemized contractor estimate, or itemized materials and equipment rental estimate for owner-performed work;

f. requested assessment amount;

g. requested repayment term;

h. acknowledgment of the administrative fee and the NHDES rebate requirement;

i. acknowledgment that the property owner is solely responsible for the work and that the Town is not managing or supervising the project; and

j. any documentation or information required by Pennichuck Water, the Department of Public Works or the Town Manager.

The Department of Public Works shall review applications for completeness, eligibility, available funding, and consistency with this Plan.

The Town Manager shall have final approval authority for all applications.

16. Initial Funding Round

The Town has appropriated $400,000 for the initial Water Special Assessment District funding round.

The initial application period shall be:

January 1, 2027 through February 28, 2027

Applicants selected for initial funding shall be notified by:

March 19, 2027

If eligible requests received during the initial application period exceed available funding, applications shall be prioritized using the criteria in Town Council Policy TC-104, Water Infrastructure Expansion Criteria, as applied by the Department of Public Works and approved by the Town Manager.

Those criteria may include, as applicable:

a. contamination risk, including PFAS or other AGQS exceedances;

b. sensitive populations;

c. proximity to existing water infrastructure;

d. population density;

e. construction feasibility; and

f. NHDES rebate eligibility.

Because this Plan concerns individual residential water service connections rather than town-wide water main sequencing, the Town may apply the TC-104 criteria in a practical manner suited to individual connection requests.

17. Applications After Initial Funding Round

After the initial funding round, applications may be funded on a first-come, first-served basis, provided that:

a. the District remains active;

b. funding remains available;

c. the property is eligible;

d. the application is complete;

e. the applicant executes the required assessment agreement;

f. the Town Manager approves the application; and

g. all requirements of this Plan are satisfied.

Property owners may submit applications in anticipation of future funding.

Submission of an application does not guarantee approval, reimbursement, or future funding.

The Town may maintain a waiting list of eligible unfunded applications. The waiting list may be used to inform future warrant articles, appropriations, grant requests, or other funding requests.

18. Assessment Agreement

Before receiving reimbursement, each approved applicant must execute an assessment agreement in a form approved by the Town.

The assessment agreement shall include, at minimum:

a. property owner name;

b. property address;

c. tax map and lot number;

d. estimated eligible project cost;

e. final assessment calculation procedure;

f. selected repayment term;

g. administrative fee amount;

h. acknowledgment that no interest is charged;

i. acknowledgment that the assessment will be billed semiannually with the tax bill;

j. acknowledgment that nonpayment is subject to the same late fees, liens, and collection procedures as unpaid property taxes;

k. acknowledgment that the assessment runs with the property unless paid in full;

l. acknowledgment that transfer-related payment arrangements between buyer and seller do not bind the Town;

m. requirement to apply for the NHDES rebate, if eligible;

n. requirement to submit final invoices, receipts, and rebate documentation before reimbursement;

o. owner certification that all submitted costs are true, accurate, eligible, and project-related;

p. owner responsibility for permits, inspections, connection fees, and all ineligible costs;

q. owner responsibility for selecting, hiring, managing, supervising, and paying any contractor;

r. owner responsibility for self-performed work, if applicable;

s. owner responsibility for compliance with Pennichuck Water requirements, applicable codes, and applicable law;

t. hold harmless and indemnification language acceptable to the Town Attorney;

u. prepayment procedures;

v. disclosure obligations upon property transfer, if any; and

w. any other terms required by the Town Manager, Department of Public Works, Finance Director, Tax Collector, or Town Attorney.

19. Reimbursement Procedure

This District shall operate as a reimbursement program.

The Town shall not directly contract for the individual property connection work.

The property owner shall be solely responsible for:

a. choosing the contractor;

b. entering into any contract for work;

c. supervising and coordinating the work;

d. resolving contractor disputes;

e. ensuring completion of the work;

f. ensuring compliance with applicable requirements;

g. paying costs not reimbursed by the Town;

h. obtaining any required permits or approvals;

i. paying all permit, inspection, and connection fees;

j. applying for the NHDES rebate, if eligible; and

k. submitting all documentation required for reimbursement.

To receive reimbursement, the property owner must submit:

a. a final itemized invoice from the contractor; or

b. itemized receipts for materials and equipment rentals if the owner performed the work directly;

c. proof of payment or other payment documentation acceptable to the Town;

d. proof of application for the NHDES rebate, if eligible;

e. proof of rebate approval, denial, pending status, assignment, or other rebate documentation required by the Town;

f. an inspection report by Pennichuck Water and any supplemental Pennichuck Water documentation required by the Town;

g. any photographs, completion records, or connection documentation required by DPW; and

h. any other documentation required by the Town Manager.

The Town may deny reimbursement for costs that are undocumented, unreasonable, ineligible, outside the approved scope, incurred before approval, or inconsistent with this Plan.

20. Town Non-Involvement in Construction

The Town's approval of an application, execution of an assessment agreement, or reimbursement of eligible costs shall not constitute:

a. selection of the contractor;

b. approval of the contractor's qualifications;

c. supervision of the contractor;

d. inspection of the contractor's work;

e. acceptance of the work as code-compliant;

f. warranty of materials or workmanship;

g. representation that the connection will function as intended;

h. representation that the work complies with Pennichuck Water requirements;

i. assumption of responsibility for property damage, personal injury, contractor liens, defective work, delays, cost overruns, or disputes; or

j. creation of a contractual relationship between the Town and the contractor.

To the fullest extent permitted by law, the property owner shall indemnify, defend, and hold harmless the Town of Londonderry, the Town Council, and the Town’s officers, employees, agents, boards, committees, consultants, and volunteers (collectively, the “Town Parties”) from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, liens, penalties, costs, and expenses, including reasonable attorney’s fees and professional fees, arising out of or relating in any way to the property owner’s participation in the program or the water service connection project.

This indemnification obligation includes, without limitation, claims arising from or related to contractor selection or performance, self-performed work, excavation, construction, installation, restoration, property damage, personal injury, code or permit violations, defective work, nonpayment disputes, mechanic’s liens, damage to public or private property, or failure to comply with applicable laws, regulations, permits, or program requirements.

The property owner shall remain solely responsible for all aspects of the project and for all contractors and persons performing work in connection with the project. The Town's review, approval, inspection, reimbursement, or administration of the program or project shall not create any responsibility or liability on the part of the Town for the design, construction, safety, quality, or performance of the work.

The obligations set forth in this section shall survive completion of the project, repayment of the assessment, and transfer of the property.

21. Ownership and Maintenance

Unless otherwise required by Pennichuck Water or applicable law, water mains, curb stops, gate valves, meters, or other facilities owned by Pennichuck Water shall remain under the ownership and control of Pennichuck Water.

Unless otherwise agreed in writing, the portion of the service line and related improvements located on private property shall be owned and maintained by the property owner after installation.

The property owner shall be responsible for:

a. future maintenance;

b. future repair;

c. future replacement;

d. water bills;

e. service charges;

f. private plumbing costs;

g. leaks or damage on private property;

h. compliance with Pennichuck Water requirements; and

i. all other ongoing costs after completion.

22. Budget and Fee Structure

The initial District budget is based on the $400,000 appropriation to the Water Special Assessment Fund.

The budget shall be used to reimburse approved participating property owners for eligible costs under this Plan.

Budget Item	Amount
Initial appropriation to Water Special Assessment Fund	$400,000
Maximum assessment per participating property	$30,000
Minimum assessment per participating property	$2,000
Interest rate	0%
Administrative fee	$300 plus $50 per year of selected assessment term
Repayment term	2 to 15 years
Billing schedule	Semiannual with property tax bills

Administrative fees shall be paid upfront and shall not be financed through the assessment.

Amounts collected through special assessments shall replenish the Water Special Assessment Fund and may be used for purposes authorized by RSA Chapter 52-A, this Plan, Town Council action, and applicable appropriations.

23. Assessment Roll

The Town shall maintain an assessment roll for the District.

The assessment roll shall identify, for each participating property:

a. owner name as shown in Town records;

b. property address;

c. tax map and lot number;

d. approved eligible project cost;

e. NHDES rebate amount or expected rebate amount;

f. other offsets;

g. final assessment amount;

h. selected repayment term;

i. administrative fee paid;

j. semiannual installment amount;

k. date billing begins;

l. unpaid principal balance;

m. payment status;

n. prepayment history, if any; and

o. discharge or satisfaction information upon full payment.

Nonparticipating eligible properties may be listed with an assessment of $0.

24. Property Transfer

The special assessment, together with all interest, penalties, fees, and other charges lawfully assessed thereon, shall constitute a continuing municipal assessment and lien against the Property and shall run with the land unless and until paid in full and formally discharged by the Town.

Upon any sale, conveyance, transfer, assignment, or other change in ownership of the Property, the assessment shall remain attached to the Property unless satisfied in full. Any successor owner shall take title subject to the remaining unpaid balance of the assessment and all obligations associated therewith.

The Town shall have no obligation or responsibility to negotiate, review, approve, interpret, enforce, monitor, or administer any agreement or allocation between or among buyers, sellers, lenders, closing agents, attorneys, or other private parties concerning responsibility for payment of the assessment. Any such arrangement shall be solely among the private parties and shall not affect the Town’s rights with respect to the assessment or the Property.

The parties to a transfer may privately agree that the assessment will be prepaid at or prior to closing, credited or adjusted through the purchase price, assumed by the transferee, or otherwise allocated between themselves; provided, however, that no such agreement shall be binding upon or enforceable against the Town, nor shall any such agreement release, reduce, subordinate, impair, or otherwise affect

the assessment or lien, unless and until the Town receives payment in full and records or issues a written discharge, release, or satisfaction thereof.

Unless prepaid in full and discharged by the Town, all remaining assessment installments shall continue to be billed and collected in the same manner as property taxes against the owner(s) of record of the Property, together with any applicable interest, penalties, costs, and remedies authorized by law.

25. Prepayment

A participating property owner may prepay the outstanding assessment balance in full or in part at any time, unless restricted by law, financing documents, or Town requirements.

The Town may establish procedures for calculating payoff amounts, including outstanding principal, billing adjustments, recording costs, and other lawful charges.

No prepayment penalty shall apply unless later required by a financing source or approved by the Town Council.

Upon full payment, the Town shall update the assessment roll and issue or record any appropriate satisfaction or discharge.

26. Nonpayment

If an assessment installment is not paid when due, the unpaid amount shall be subject to the same late fees, interest, collection procedures, liens, and remedies applicable to unpaid property taxes, as allowed by RSA Chapter 52-A and 162-X and other applicable law.

The Town may also pursue any remedies available under the assessment agreement.

27. Program Administration

The Department of Public Works shall administer the program.

The Department of Public Works may:

a. prepare application forms;

b. receive applications;

c. review applications for completeness;

d. verify eligibility;

e. review estimates;

f. review final invoices and receipts;

g. determine eligible and ineligible costs;

h. confirm that the property is within the District;

i. coordinate with Pennichuck Water as needed;

j. verify that the property owner has submitted PFAS testing results from within the past three years;

k. verify that the property owner has applied for the NHDES rebate, if eligible;

l. prepare recommendations for Town Manager approval;

m. maintain program records;

n. coordinate with the Finance Department and Tax Collector;

o. prepare or assist with the assessment roll;

p. manage the waiting list, if any; and

q. recommend amendments to this Plan as needed.

The Town Manager shall have final approval authority for all applications.

The Town may adopt program rules, application forms, assessment agreements, cost-eligibility policies, rebate procedures, and other administrative materials consistent with this Plan.

28. Fund Accounting

Funds received from special assessments shall be deposited into the Water Special Assessment Fund or other applicable special assessment fund established for this purpose.

Funds shall be kept separate from municipal tax revenues, shall not be deemed part of the Town's general fund accumulated surplus, and shall be expended only for purposes authorized by RSA Chapter 52-A, this Plan, and applicable appropriations.

The Town shall maintain records of reimbursements, assessments, payments, administrative fees, fund balances, and outstanding obligations.

29. Effect on Nonparticipating Properties

Creation of the District does not impose a payment obligation on nonparticipating properties.

A nonparticipating property shall not be assessed for:

a. another property's connection;

b. another property's construction costs;

c. another property's contractor costs;

d. another property's design or engineering costs;

e. another property's site work;

f. another property's reimbursement;

g. administrative costs associated with another property's assessment; or

h. any other cost unless this Plan is lawfully amended and the property receives a special and peculiar benefit for which an assessment is legally authorized.

30. Amendments and Updates

This Improvement Plan shall be updated at least once every three years, as required by RSA 52-A:1, I.

The Town Council may amend this Plan in accordance with RSA Chapter 52-A and other applicable law.

No amendment shall add territory to this District unless allowed by RSA Chapter 52-A and approved through the required legal process.

No amendment shall impose district-wide cost sharing.

No amendment shall assess a property for costs unrelated to a special and peculiar benefit received by that property.

31. Public Hearing and Approval

This Improvement Plan shall be included with the petition submitted to the Town Council under RSA 52-A:4.

The Town Council shall hold a public hearing in accordance with RSA 52-A:5.

At the public hearing, this Improvement Plan shall be presented in writing. The Town Council shall receive public comment regarding the Plan and the effect that creation of the District may have on property owners, tenants, and others within the District.

Any proposed changes to this Plan shall be submitted in writing at the hearing.

If the Town Council approves the District, approval shall be based on the Improvement Plan presented at the hearing, subject only to written changes presented at the hearing and minor technical changes, as allowed by RSA Chapter 52-A.

32. Dissolution

The District shall not be dissolved until all obligations incurred with respect to the District have been discharged and all special assessments levied for the purpose of paying those obligations have been paid, discharged, or otherwise satisfied.

After all obligations have been satisfied, the Town Council may dissolve the District in accordance with RSA Chapter 52-A.

33. Petition Exhibits

The following exhibits should be attached to or incorporated into the petition and this Improvement Plan:

Exhibit A: District Boundary Map

Exhibit B: List of Eligible Properties Within the District

34. Plain-Language Petition Summary

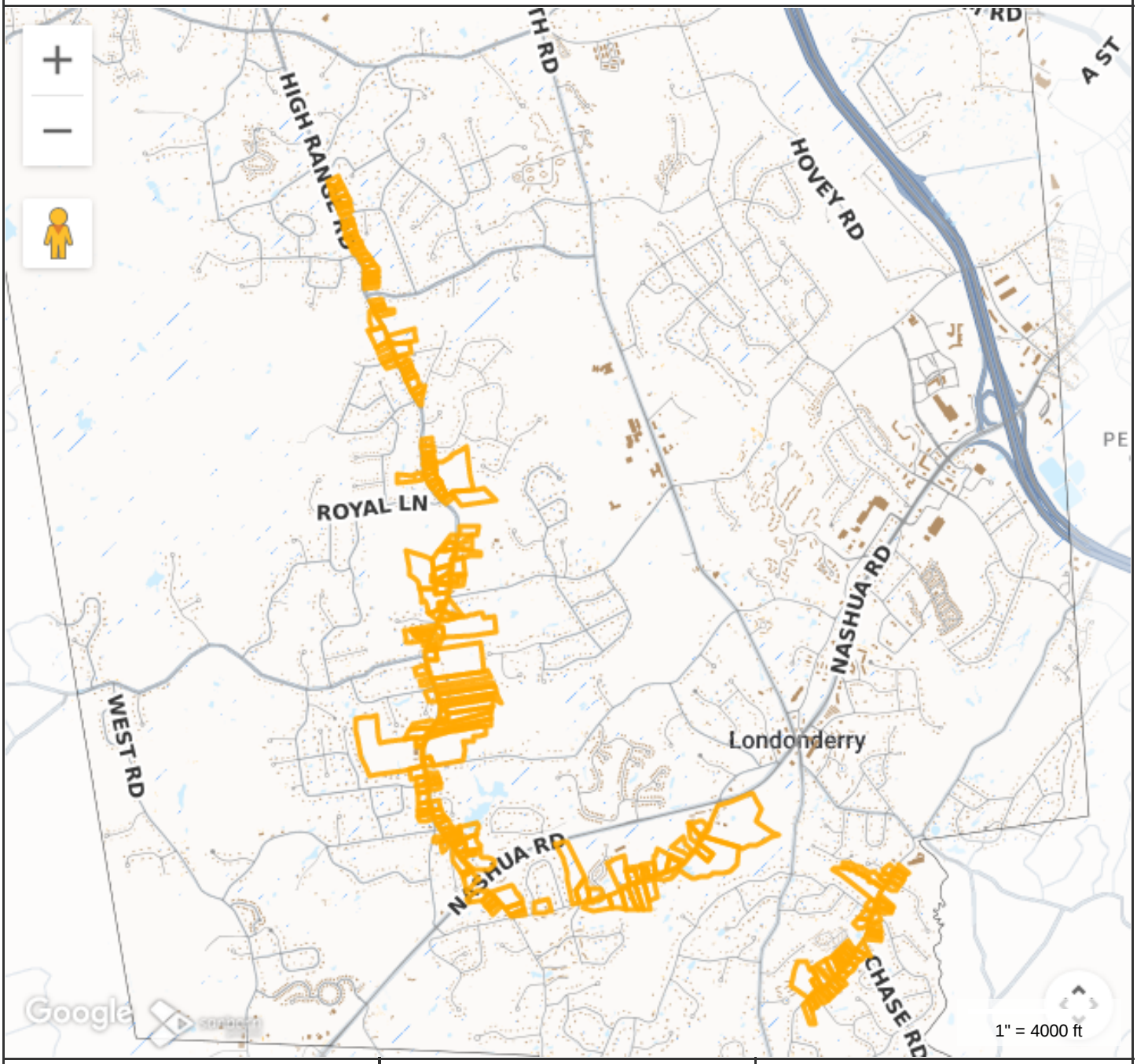
The proposed District will allow eligible owners of one-family and two-family residential properties to finance the eligible construction cost of connecting their homes to Pennichuck Water through a special assessment on their property.

Participation is voluntary. Each participating property owner will be responsible for 100% of the net eligible cost of that property's own connection. Costs will not be shared among properties in the District. A property owner who does not participate will not be charged under this Plan.

The District will initially include eligible properties on High Range Road, Parmenter Road, Old Nashua Road, and South Road.

The Town has appropriated $400,000 for the initial funding round. Applications for the initial round will be accepted from January 1, 2027 through February 28, 2027. Approved applicants will be notified by March 19, 2027. If requests exceed available funds, the Town will prioritize applications using Town Council Policy TC-104.

Approved property owners may repay the assessment over 2 to 15 years through semiannual property tax bills. No interest will be charged. An upfront administrative fee will apply based on the selected repayment term.



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town of Londonderry, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 03/31/2025
Data updated 03/31/2025

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

ELIGIBLE PROPERTIES

28 High Range Rd
30 High Range Rd
32 High Range Rd
37 High Range Rd
38 High Range Rd
39 High Range Rd
40 High Range Rd
41 High Range Rd
42 High Range Rd
43 High Range Rd
46 High Range Rd
47 High Range Rd
48 High Range Rd
49 High Range Rd
53 High Range Rd
55A High Range Rd
56 High Range Rd
58 High Range Rd
60 High Range Rd
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117 High Range Rd
119 High Range Rd
121 High Range Rd
122A High Range Rd
122B High Range Rd
123 High Range Rd
126 High Range Rd
127 High Range Rd
131 High Range Rd
138 High Range Rd
138A High Range Rd
140A High Range Rd
140 High Range Rd
142 High Range Rd
144 High Range Rd
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240 High Range Rd
242 High Range Rd
244 High Range Rd
246 High Range Rd
248 High Range Rd
250 High Range Rd
252 High Range Rd
5 Parmenter Rd
6 Parmenter Rd
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11 Parmenter Rd
15 Parmenter Rd
19 Parmenter Rd
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32A Parmenter Rd
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34 Parmenter Rd
36 Parmenter Rd
38 Parmenter Rd
40 Parmenter Rd
8 Old Nashua Rd
9 Old Nashua Rd
10 Old Nashua Rd
14 Old Nashua Rd
17 Old Nashua Rd
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47 Old Nashua Rd
52 Old Nashua Rd
54 Old Nashua Rd
55 Old Nashua Rd
58 Old Nashua Rd
70 Old Nashua Rd
76 Old Nashua Rd

32 South Rd
33 South Rd
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35 South Rd
36 South Rd
37 South Rd
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58 South Rd
59 South Rd
60 South Rd
64 South Rd
66 South Rd
67 South Rd
68 South Rd
69 South Rd
70 South Rd
71 South Rd
73 South Rd
76 South Rd
78 South Rd
80 South Rd
82 South Rd
1 Morningside Dr
115 Chase Rd
26 Pine St
27 Pine St

High Range Rd main
South Rd main
Old Nashua Rd main

Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

Londonderry Water Service Connection Special Assessment District

This Memorandum of Understanding ("MOU") is entered into between the Town of Londonderry, New Hampshire ("Town") and the undersigned owner(s) ("Property Owner") of the property identified below ("Property").

1. Purpose

The Town proposes to establish the Londonderry Water Service Connection Special Assessment District ("District") pursuant to RSA Chapter 52-A and RSA Chapter 162-X.

The purpose of the District is to provide eligible residential property owners with the opportunity to finance eligible costs associated with connecting their properties to public potable water service provided by Pennichuck Water, as more fully described in the Londonderry Water Service Connection Special Assessment District Improvement Plan, dated November 9, 2026 ("Improvement Plan").

2. Agreement to Formation of District

Pursuant to RSA 162-X:1 and RSA 162-X:5, the Property Owner agrees to the establishment of the District substantially in accordance with the Improvement Plan and agrees that this MOU may be counted toward the statutory requirement that the Town enter into special assessment memorandums of understanding with owners of 60 percent of the properties for establishment of the District.

The Property Owner acknowledges that the Property is proposed to be included within the boundaries of the District.

3. Improvement Plan Incorporated by Reference

The Property Owner acknowledges that the proposed District, including its boundaries, eligible improvements, eligibility requirements, financing program, assessment methodology, administration, and other terms and conditions, is described in the Improvement Plan, which is incorporated into this MOU by reference.

In summary, the District is intended to finance eligible costs of individual residential water-service connections from an available curb stop, gate valve, or other approved service point to an eligible dwelling. Each participating property is responsible only for the eligible net cost attributable to its own connection.

4. Voluntary Participation

Signing this MOU does not require the Property Owner to participate in the financing program, construct a water service connection, or incur a special assessment.

If the District is established, participation in the financing program will remain voluntary. A special assessment will be imposed upon the Property under the Improvement Plan only if the Property Owner subsequently applies to participate, is approved by the Town, executes the required assessment agreement, completes the approved connection work, and satisfies the other requirements of the Improvement Plan.

A Property Owner who does not participate in the financing program will not be assessed for another property's connection costs pursuant to the Improvement Plan.

5. Acknowledgment

By signing below, the Property Owner confirms that:

1. the Property Owner has had an opportunity to review the Improvement Plan;
2. the Property Owner agrees to the establishment of the District substantially in accordance with that Plan; and
3. the Property Owner understands that this MOU concerns formation of the District only and is not an application for financing or an agreement to accept a special assessment.

PROPERTY INFORMATION

Property Address: _____ Tax Map/Lot: _____

PROPERTY OWNER

Owner Name: _____

Signature: _____ Date: _____

Phone Number: _____ Email: _____

FOR THE TOWN OF LONDONDERRY

Signature: _____ Date: _____

Name & Title: _____

Greater Derry Community Health Services (CHS)

What General Assistance Can Help With

General Assistance (GA) provides **temporary emergency assistance** for eligible residents experiencing a crisis, including:

- Rent assistance when there is a demand for rent or eviction notice.
- **First month's rent assistance to help eligible residents secure safe and stable housing when moving into a new residence.**
- Utility shut off or disconnect notices.
- Winter heating assistance

  Assistance with first month's rent may be considered when it will help prevent homelessness, secure stable housing, or transition an individual or family from an emergency shelter or unsafe living situation into permanent housing, subject to

Eligibility

Applicants must complete an application that reviews.

- Household income
- Household expenses
- Current benefits received (State and or Federal)
- Potential liability of support from family member and friends

The program emphasizes:

- Accountability
- Financial planning
- Long-term self-sufficiency

How to Apply

Apply in person at:

Community Health Services
14A Tsienneto Road
Derry, NH

Applicants have the right to:

- Receive a written decision.
- Appeal a decision through a fair hearing process.

General Assistance is designed to address **short-term emergencies**. Residents may also qualify for longer-term assistance through state and community programs such as:

- SNAP (Food Stamps)
- TANF (Temporary Assistance for Needy Families)
- Medicaid
- Other New Hampshire Department of Health and Human Services (DHHS) programs

Community Action Programs may provide:

- Fuel assistance
- Electric assistance
- Energy efficiency services
- Weatherization programs
- Emergency utility support

Leveraged Funding and Community Partnerships

CHS works with community partners to maximize available assistance, including:

- Family Promise
- Isaiah 58
- CLM Path Outreach
- Other local agencies and funding sources
- Warm Homes (1 time use for 100 gallons of oil for residents who do not qualify for assistance)

Case Management Program

Overview

CHS provides case management services to help residents access public benefits, housing resources, healthcare coverage, and other support programs.

SNAP (Food Stamps)

SNAP provides monthly food benefits through an EBT card for eligible low-income individuals and families.

Key Information

- Applications are submitted through NH DHHS
- A phone interview is required.
- Benefits are based on household size and income.

Cash Assistance Programs

TANF (Temporary Assistance for Needy Families)

- Designed for low-income families with dependent children.
- Assistance is generally limited to 60 months.

APTD (Aid to the Permanently and Totally Disabled)

- Available for adults with qualifying disabilities
- Often connected with Medicaid eligibility

OAA/OOA (Old Age Assistance)

- For low-income adults age 65 and older
- Provides monthly cash assistance for basic needs.
- Frequently coordinated with Medicare and Medicaid programs

Medicaid

Medicaid provides health insurance coverage for eligible low-income individuals and families.

Managed Care Plans

- NH Healthy Families
- AmeriHealth Caritas
- WellSense Health Plan

Children often qualify under higher income limits than adults.

Medicare Savings Programs

Programs such as:

- Qualified Medicare Beneficiary (QMB)
- Specified Low-Income Medicare Beneficiary (SLMB)

May help eligible individuals pay:

- Medicare premiums
- Deductibles
- Coinsurance
- Other out-of-pocket healthcare costs

Choices for Independence (CFI)

CFI provides long-term support services for seniors and adults with disabilities, including:

- Home-based services
- Community-based supports
- Assistance with independent living

Community Resources

Food Pantries

- St. Jude Parish
- Salvation Army
- Londonderry Baptist Church
- Upper Room

Community Meal Programs

Sunshine Soup Kitchen

Located in Derry, NH.

Heaven's Kitchen Mobile Meals

Service Days: Tuesdays and Thursdays

Location	Time
Emerson Village, Hampstead	9:45 AM
East Hampstead Village (Lewis Lane)	10:00 AM - 10:30 AM
Leach Library, Londonderry	11:15 AM - 11:45 AM
Abbott Court, Derry	12:00 PM - 12:30 PM
Fairway Apartments, Derry	12:45 PM - 1:15 PM

Homelessness and Housing Resources

CLM Acute Care / Homeless Path Outreach

Provides outreach and support services for individuals and families experiencing homelessness or housing instability.

Our Commitment

CHS provides both:

- **Emergency assistance** through the General Assistance Program, and
- **Ongoing case management support** to help residents access state benefits, housing resources, food programs, healthcare coverage, and other community services.

Our goal is to help residents overcome immediate crises while building a path toward long-term stability and self-sufficiency.

Medicare Assistance

CHS can help individuals understand and apply for Medicare-related programs and benefits.

Services may include assistance with:

- Applying for Medicare
- Understanding Medicare, Parts A, B, C, and D
- Reviewing Medicare Advantage and prescription drug plan options
- Screening for programs that help reduce Medicare costs.
- Referrals to State Health Insurance Assistance Program (SHIP) counselors for detailed Medicare counseling

Medicare Savings Programs

Programs such as:

- Qualified Medicare Beneficiary (QMB)
- Specified Low-Income Medicare Beneficiary (SLMB)
- Qualifying Individual (QI)

May help eligible individuals pay:

- Medicare premiums
- Deductibles
- Coinsurance
- Other out-of-pocket medical expenses

Social Security Assistance

CHS provides guidance and referrals to help residents access Social Security benefits and programs.

Assistance may include:

- Social Security Retirement benefits
- Social Security Disability Insurance (SSDI)
- Supplemental Security Income (SSI)
- Survivor benefits
- Replacement Social Security cards
- Assistance gathering documentation for applications.
- Referrals to the Social Security Administration and community resources

Case managers can help residents understand eligibility requirements, prepare application materials, and connect with appropriate agencies to complete the application process.

Updated Key Message

CHS provides both **emergency assistance** through the General Assistance Program and **ongoing case management support** to help residents access state benefits, Social Security programs, Medicare assistance, housing resources, food programs, healthcare coverage, and other community services. Our goal is to help residents overcome immediate crises while building a path toward long-term stability and self-sufficiency.

NEW HAMPSHIRE MUNICIPAL ASSOCIATION

November 20, 2026

Dear NHMA Member:

What a year it's been! Thank you for everything you've done for your community and our state in the last year. As the new Executive Director of NHMA, I want to express my gratitude to each and every one of our members for supporting our organization. As Executive Director, it will be my main goal to continue to progress the services and benefits that NHMA provides to our members so that we may continue to support you in the important work that you engage in each and every day.

This year, city and town officials have continued to serve their communities while grappling with a challenging and increasingly complex environment, including significant state law changes, immense budget pressures, and significant disruptions to overall government operations and the effects on residents.

While you were busy serving your communities, NHMA was busy supporting you through legal advice, training, advocacy at the legislature, and providing other guidance and resources to help you do your jobs or serve in your roles. 2026 was the second full year of the strategic plan we adopted in 2024, and we continue implementing initiatives and expanding the member services we provide. A full roundup of activities and services for the year will be available in our annual report in March, and our Member Services Plan is always available on our website.

I want to continue to ensure that membership with NHMA provides maximum value to each and every member, from a town of 70 people to a city of over 100,000. It is that time of year again when your membership is up for renewal, and we hope that once again we can bring value to all 234 cities and towns in New Hampshire. **Your 2027 dues invoice can be downloaded and paid on NHMA's member portal, which you can access by going to our website, clicking on member portal icon, and logging in.** If you are not the main contact or the billing contact for your municipality, you will need that person to log in to download or pay the invoice. (These simple instructions will help you get there!) If you have any issues accessing the invoice, please contact finance@nhmunicipal.org. Please note that while the NHMA Board of Directors voted to increase NHMA's total dues revenue by four percent, each municipality's dues amount is calculated individually, using your most recent equalization and population figures.

In the year ahead, NHMA will continue to support you in your efforts to serve your communities by providing key services and programs, including:

- Access to our legal services attorneys for general legal advice to assist local officials in fulfilling their responsibilities
- Access to our new government finance specialist for finance guidance and education
- Advocacy before the state legislature based on NHMA's member-adopted policies and principles
- Regular reporting on legislative activity through the weekly *Legislative Bulletin* and our online bill tracker
- Training and education that are accessible in many formats to best serve our busy membership:
    - Live in person workshops
    - Live online workshops

25 Triangle Park Drive, Suite 210 • Concord, NH 03301 • Tel: 603.224.7447
advocacy@nhmunicipal.org • financeinquiries@nhmunicipal.org • legalinquiries@nhmunicipal.org
info@nhmunicipal.org • Website: www.nhmunicipal.org

  - Noon-time monthly webinars
  - Recordings of completed workshops and webinars available to watch anytime
  - On Demand workshops at your town or city hall presented by one of our knowledgeable attorneys or our government finance specialist
  - NHMA's annual two-day conference in Manchester
  - Unlimited free copies of NHMA's digital publications and hard copies of NHMA publications for purchase at a 50% member discount
  - *Town & City* magazine (hard copy and digital)
  - Other written resources and news available on our website and reported in our bi-weekly Newsletter, *Newslink*, including annual guidance on new laws
- In conjunction with the Municipal Managers Association of NH (MMANH), the new "Managers 101" program
- In conjunction with MMANH and Primex, the NH Women's Leadership Institute
- A new scholarship for one municipal official accepted into Leadership New Hampshire
- Educational discounts for local officials and employees for advanced degree programs at UNH Carsey School and (new!) Vermont Law and Graduate School
- An upgraded website and member portal experience
- And finally...they're back! Members will be mailed one complimentary hard copy of our main publication, *Knowing the Territory,* annually and have access to printed versions of our Important Dates Calendars (for a small fee)

NHMA was established by municipalities, for municipalities, to serve as a unified voice and overall resource for cities and towns. As the landscape cities and towns operate in continues to change, one thing stays the same: NHMA's commitment to you. It's critical that local governments remain united, sharing solutions to old challenges and working together to solve new ones.

We look forward to serving you again in 2027. If you have any questions or concerns, reach out to us anytime at info@nhmunicipal.org.

Thank you for your commitment to local government and your support of NHMA!

Sincerely,

Jonathan Cowal
Executive Director

Town of Londonderry, New Hampshire

268B Mammoth Road ● Londonderry, NH 03053

(603) 432-1100 ● londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 11/30/2026
Submitted By: Justin Campo
Department: Fire Department

Contact Information:
JCampo@LondonderryNH.gov
Estimated Discussion Time: 5-10 minutes
Agenda Item Number: TC OFFICE USE

Agenda Item Title: An Expenditure from the Fire Truck Capital Reserve Fund

Background and Purpose: In March of 1995 with warrant article #11 the Town of Londonderry established a capital reserve fund for the purpose of replacing Fire Trucks. The Fire department is looking to utilize up to $700,000 from this Capital reserve fund to be put towards the purchase of two new fire engines and to decrease the amount needed to be financed for the two incoming new engines.

Action: Approval

Proposed Motion: ***MOVED, that the Londonderry Town Council hereby approves the withdrawal request and directs the Town Treasurer to disburse up to $700,000 from the Fire Truck Capital Reserve Fund for the aforementioned items.***

Attachments: Fire Engine-Pumper Bid #830; Fire Engine-Pumper Bid #879; Order 2026-20

ALLEGIANCE
— FIRE & RESCUE™ —

Pierce
PERFORM, LIKE NO OTHER

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Minuteman Fire and Rescue Apparatus, LLC. (DBA Allegiance Fire & Rescue) ("Dealer"), and Town of Londonderry a NH Municipality ("Customer") and is effective as of the last date executed by both parties (the "Effective Date").

1. **Product.** Customer agrees to purchase the following product, as further described in the Dealer Proposal attached hereto as **Exhibit A** and incorporated herein ("Product"). The Product comes with all applicable manufacturers' warranties from Pierce Manufacturing, Inc. ("Pierce") and all makers of component parts or other equipment that is part of the Product. All such warranties are included in the Dealer Proposal and/or separately attached hereto as **Exhibit B.**

2. **Purchase and Payment.** The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of **$1,144,964.00** ("Purchase Price"). Prices are in U.S. funds. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing.

   In addition to the Purchase Price, Customer shall be responsible for paying for all added costs and expenses incurred by Dealer in the event that any state, federal or other regulatory agency (e.g. NFPA, DOT, EPA) requires any modifications to the Product. Dealer shall make reasonable efforts to advise the Customer of any such changes within a reasonable time and to provide Customer with documentation to support the required modifications.

Quantity	Description	Price Per Unit	Total Price
One (1)	Pierce ® Velocity 2000 GPM Waterous Pumper Long	$1,144,964.00	$1,144,964.00
One (1)	If option 1 is executed – deduct multi truck discount	$ - 15,000.00	$ - 15,000.00
	Total		$1,144,964.00

Option 1: is only valid if the second proposed unit is purchased in conjunction with this offer.
Payment is due upon delivery of product
The above amount reflects HGAC contract pricing.

Training Requirements: Standard

Other: 100% Performance Bond
See **Exhibit C** attached hereto for additional pricing terms, incorporated by reference.

3. **Optional Product Changes.** Customer may request changes to the Product at any time by way of a written change order. Dealer will review the request and notify Customer of any resulting changes to the Purchase Price, Delivery dates or other terms of this Agreement that will result from the change order. Dealer may accept or reject the change order request. All change orders (including new pricing and delivery dates) must be signed by the parties to be effective.

4. **Cancellation**. Customer may cancel this Agreement (or individual Units if the Product involves multiple Units in which event the cancellation fees are based on the portion of the Purchase Price for the subject Unit set forth in Section 1) prior to Delivery only by a written notice provided in accordance with Section 6. In such event, Customer shall pay Dealer the following cancellation fee as liquidated damages because actual damages would be difficult to ascertain and the following agreed upon fees are a reasonable estimate of actual damages: (a) 10% of the Purchase Price if cancellation occurs after Pierce enters the order for the Product on its computer system; (b) 20% of the Purchase Price if cancellation occurs after Pierce has completed draft Product drawings; and (c) 40% of the Purchase Price if cancellation occurs after Pierce makes any material requisition (i.e. orders material), plus an additional percentage as reasonably set by Dealer to account for additional costs and expenses incurred after material requisition, up to no more than 80% of the Purchase Price if cancellation occurs after substantial completion of the Product. Dealer shall have no obligation to mitigate damages. Customer hereby authorizes Dealer to deduct the cancellation fee from the Purchase Price being held by Dealer and return the remainder to Customer in exchange for a waiver and release of claims.

5. **Delivery, Inspection and Acceptance**. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Delivery of the Product is scheduled to be within 1012-1056 working days of the Effective Date, F.O.B. Londonderry Fire Department, NH Londonderry, NH. Risk of loss shall pass to Customer upon Delivery. Upon Delivery, Customer shall have ten (10) business days within which to inspect the Product and, in the event of substantial non-conformance, to furnish Dealer with detailed written notice sufficient to permit Dealer to evaluate any such non-conformance. Absent timely receipt of such notice of non-conformance, the Product shall be deemed in conformance and accepted by Customer. Time is of the essence with respect to such notice. Any Product not in substantial conformance shall be remedied by Dealer by putting Pierce on written notice of such non-conformance.

6. **Notices**. All notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by either hand delivery (notice deemed delivered upon receipt) or by registered, overnight mail (notice deemed delivered one business day after mailing):

Dealer:	**Customer:**
Allegiance Fire & Rescue	Town of Londonderry
2181 Providence Highway	Londonderry Fire Department, NH
Walpole, Massachusetts 02081	280 Mammoth Rd
Fax: 508-216-6368	Londonderry, NH 03053-3003

7. **Warranty Disclaimer**. The Product comes with the warranties referred to in Section 1. Dealer itself provides no warranties whatsoever. TO BE CLEAR, NEITHER DEALER NOR, ITS AFFILIATES, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. **Force Majeure**. Dealer shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Dealer's control which make Dealer's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, pandemics or public health emergencies,

equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

9. **Indemnity**. Customer shall indemnify, defend and hold harmless the Dealer and all of its officers, directors, employees, representatives, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of Product (and/or any part of the Product such as attachments or apparatus). In the event of any claim, Customer shall engage counsel for Dealer and Dealer shall allow Customer to direct the defense of such claim with counsel of Customer's choosing. Customer shall make good faith efforts to have Dealer dismissed from any lawsuit and shall otherwise not settle any such claim or alleged claim without first obtaining Dealer's written consent, which consent shall not be unreasonably withheld.

10. **Independent Contractors**. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturers of or with the other.

11. **Entire Agreement / Amendments**. This Agreement (including Exhibits) contains the entire agreement between the parties regarding the Product. No representations, promises, agreements, or understandings, written or oral not contained herein shall be of any force or effect. This Agreement may only be amended or modified by a written agreement signed by both parties.

12. **Assignment**. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party; provided, however, that Dealer may assign this Agreement as part of a public offering or the sale or transfer of all or substantially all of its assets.

13. **Severability**. The invalidity or un-enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

14. **No Waiver of Rights**. No waiver of any provision of this Agreement shall be enforceable unless in writing and signed by the waiving party. No waiver of any provision shall affect the validity or enforceability of any other provision.

15. **Governing Law / Jurisdiction**. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Massachusetts. The parties agree that any claim concerning this Agreement must be filed and adjudicated in state or federal courts located in the Commonwealth and such courts shall be the sole and exclusive venue for the adjudication of all claims under this Agreement. The parties hereby consent to personal and subject matter jurisdiction within the Commonwealth.

16. **Counterparts / Electronic Signatures**. This Agreement may be executed in one or more counterparts. The exchange of signed copies of this Agreement by facsimile or via .pdf by email will constitute effective execution and delivery of this Agreement and may be used in the lieu of the original Agreement for all purposes.

Accepted and agreed to:

Dealer: Allegiance Fire & Rescue

Name: William O'Connor

Title: Vice President

Date: _____

Signature _____

Customer; Town of Londonderry

Name: Mike Malaguti

Title: Town Manager

Date: 11/22/23

Signature

EXHIBIT A

BID #830

DEALER PROPOSAL

EXHIBIT B

BID #830

WARRANTIES

EXHIBIT C

ADDITIONAL PRICING TERMS

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14-months prior to the then predicted outside Ready For Pickup/Delivery date ("Evaluation Month"), then pricing and the purchase price for the Product may be updated and increased in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

We will notify you no later than 11-months prior to the then predicted Ready For Pickup/Delivery date of the proposed price increase and to sign a Change Order evidencing the increased pricing for the Product for your approval (the "Updated Price")")(if the Ready for Pickup/Delivery date is a range, i.e., 36-38 months, we will notify you no later than 11-months prior to the earliest date of the Ready for Pickup/Delivery date range).

If no Updated Price is provided, you will be required to purchase the Product at the original ordered price (other than any adjustments for configuration changes in the Product or other change orders).

If an Updated Price is provided, you will have thirty (30) calendar days after delivery of notice of the Updated Price to provide written notice to us of your election to cancel the order for the Product, subject to the cancellation provisions of Section 4 above. Any deposits or pre-payments (less any cancellation charges) will be returned and refunded to you promptly after cancellation of your order, without interest. If no written notice of cancellation is received by us within such thirty (30) day period, you will be required to purchase the Product at the Updated Price (as adjusted for configuration changes in the Product or other change orders).

ALLEGIANCE

FIRE & RESCUE™

11/20/2023

Town of Londonderry
Londonderry Fire Department, NH
280 Mammoth Rd
Londonderry, NH 03053-3003

PROPOSAL BID# 830

FOR FURNISHING

Pierce FIRE APPARATUS

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Allegiance Fire & Rescue at its home office in Walpole, Massachusetts, the apparatus and equipment herein named and for the following prices:

One (1) Pierce ® Velocity 2000 GPM Waterous Pumper Long	$1,144,964.00
Option 1: If the Department purchases a 2nd unit, they will receive a $15,000.00 Per unit discount.	
Payment is due upon delivery of product	
The above amount reflects HGAC contract pricing.	
	$1,144,964.00
If 2nd unit contract is signed minus	$ - 15,000.00
	$1,129,964.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 902-946 **working days** after receipt of this order and the acceptance thereof at our office at Walpole, Massachusetts, and to be delivered to you at the Londonderry Fire Department, NH. The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Due to upcoming engine manufacturer changes and long lead times, prices issued at time of bid are subject to additional terms of the contract. See Attachment C. Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposition.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

ALLEGIANCE FIRE & RESCUE

By: William O'Connor - Vice President

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Twelve (12) months.**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**No specific exclusions apply**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Velocity and Impel Custom Chassis

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Three (3) Years, or 30,000 Miles, or 5000 Engine Hours**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies, where applicable, to Goldstar lamination, defroster heater coil and motor blower assembly (excluding the FET PWM module), heater, air conditioning condenser coil and fan/motor assembly, air conditioning evaporator coil and motor blower assembly (excluding the drain pan pump and thermostat), under seat heaters coil and motor blower assembly (excluding the FET PWM module), HVAC electronic switches, HVAC hoses and hard lines, heater water valve, Pierce PS6 seat frames and hardware, Pierce One-Eleven mirrors, Pierce hands-free scba holder, cracking or color loss of roto-molded components, Meritor rear axle, Wabco ABS system, cab door handles, Standen spring suspension components, and the gauge instrument cluster.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

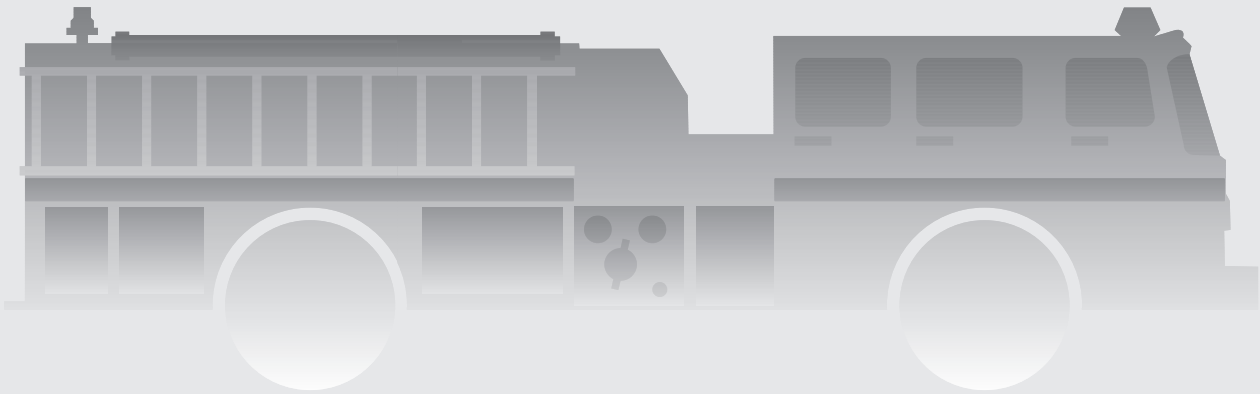
4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

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TRW COMMERCIAL STEERING SYSTEMS
800 HEATH STREET
LAFAYETTE, INDIANA 47904

PRODUCT WARRANTY

I. **WARRANTY**: The Commercial Steering Systems group of TRW, Inc., hereinafter referred to as "CSS", warrants that each new product supplied by CSS to its customer, when properly installed, used and maintained, shall be free from defect in material and workmanship for the period specified below:

(A) CSS Product installed in **New On-highway Motor Vehicle**:

Within twelve (12) months after date of delivery of such vehicle to the original retail purchaser, or before such vehicle has been driven one hundred thousand (100,000) miles, whichever event shall first occur.

(B) CSS Product installed in **New Agricultural, Turf, Industrial, or Construction Vehicles and Related Equipment**:

Within twelve (12) months after date of delivery of such vehicle/equipment to the original retail purchaser or before such vehicle/equipment has been operated for two thousand (2000) hours or fifty thousand (50,000) miles, whichever occurs first.

(C) CSS Product installed in **New End Product, Not Specifically Mentioned in Classifications (A) or (B) Above and All Other Off-Highway/Severe Applications**:
Within six (6) months after date of delivery of the original equipment manufacturer's end product to the original retail purchaser.

II. **REMEDY**: Customer's sole remedy under the foregoing warranty is limited to correction by means of repair, replacement or issuance of credit, at the option of CSS, of any product which is:

(A) Returned to CSS within the specified warranty time period, with prior notice to, and the written consent of, CSS, with transportation and handling charges prepaid, together with a statement describing the alleged defect, the part number, model number and application, and mileage or hours of use of such product; and

(B) Upon examination, determined by CSS not to conform to the warranty.

III. Any product which is repaired or replaced under this warranty will be returned to customer prepaid. Disposition of any product determined not to be covered by this warranty will be at the customer's expense.

IV. CSS will not be liable for any repairs, replacements, or adjustments to any product or any cost of labor performed by or at the request of customer without the express prior written consent of CSS.

V. **EXCEPTIONS**: The provision of this warranty shall not apply to any CSS product which is used for a purpose for which it is not designed, or which shall have been repaired or altered in any way, or which has been subject to misuse, negligence or accident, neglect of normal maintenance services, so as, in the judgement of CSS to adversely affect its performance and reliability. In no case will the CSS warranty exceed the standard published warranty of its customer in terms of time and/or distance. In all events, the CSS warranty will expire thirty (30) months after the date of manufacture as stamped on the Product. In the case of hydraulic equipment, operation with unapproved fluid or temperatures voids this warranty.

VI. **EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF LIABILITY**: Customer's sole and exclusive remedy under the foregoing warranty shall be for the repair, replacement or issuance of credit with respect to a defective product, as set forth and described above. Other provisions hereof notwithstanding, CSS shall not be liable to Customer, or any successor in interest, beneficiary or assignee of Customer, based upon any claim against CSS, whether in contract, warranty, negligence, strict liability, indemnity or otherwise, for any special, consequential, incidental or other damages relating in any way to the design, manufacture, sale, installation or other use of any product purchased from CSS.

VII. **EXCLUSION OF ALL OTHER WARRANTIES: THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY BY CSS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity
Chassis Frame & Crossmembers

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Custom chassis frame rail and cross members manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifty (50) Years (Expected Life of Apparatus)**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

FOR IMMEDIATE RELEASE

5 YEAR WARRANTY FOR YOUR FIRE/RESCUE VEHICLE

Dana Holding Corporation's Commercial Vehicle Systems Group is pleased to announce a change in our standard warranty for fire/rescue vehicles. Starting in 2011, all steer and drive axle applications for fire or rescue vehicles will carry a minimum 5 year / 100,000 mile warranty. Additional 1 and 2 year extended warranty packages are available. (Applicable fees apply) That's a total of 7 years of warranty coverage. Our experience in extended warranty coverage's dates back to the mid 80's. Since then, we have pioneered many new programs designed to deliver warranties, which meet the demands of an ever-changing industry. From our first versions of the on/off-highway coverage's, to our more recent vocational warranties, customization and customer satisfaction, have always been our goals.

For further information and requirements, please go to www.roadranger.com.

24K STEER BEAM NOW AVAILABLE

Dana Holding Corporation is continually working with chassis manufactures to determine needs and how best to offer a solution. The amount of equipment has increased over the years and not all firehouses can accommodate a tandem axle vehicle. We have listened to your requests for a slightly higher front GAWR for single axle vehicles. Dana can now offer a front steer beam with a 5 ¼" drop at 24K GAWR. This will allow chassis manufactures to meet the limited length requirements while still carrying the same amount of equipment.

Please contact your Dana representative for further information

For additional information please contact:

Alan Manzon
Account Manager – Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711
Phone: (734) 629-1141
alan.manzon@dana.com

EATON | The Roadranger System | DANA | Roadranger MORE TIME ON THE ROAD

Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2020 VEHICLES

MERITOR®



WARRANTY INFORMATION CONTENTS

Effective Model Year 2020 Vehicles

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor

Notice:

Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).

LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-967	MFS-12-122B-N	MFS-12-132C-N	MFS-13-122B-N	MFS-13B-122C-N
FF-941	FG-941	MFS-12-122C-N	MFS-12E-132B-N	MFS-13-122C-N	MFS-13B-132B-N
FF-942	FG-943	MFS-12E-122A-N	MFS-12E-132C-N	MFS-13-132B-N	MFS-13B-132C-N
FF-943	MFS-10-122A	MFS-12E-122B-N	MFS-12-143A-N	MFS-13-132C-N	MFS-14-122A-N
FF-944	MFS-10-143A-N	MFS-12E-122C-N	MFS-12E-143A-N	MFS-13-143A-N	MFS-14-124A-N
FF-961	MFS-10-144A-N	MFS-12-124A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-14-143A-N
FF-966	MFS-12-122A-N	MFS-12-132B-N	MFS-13-122A-N	MFS-13B-122B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-145	RS-23-160
MS-19-14X	RS-21-160	RS-23-161
MS-21-144	MS-23-17X	RS-23-186

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-14XHE
RT-40-145/A	MA-40-175	MT-40-144/P
RT-40-160/P[1,2]	MT-34-14X/P	MT-40-943
RT-46-160/P[1,2]	MT-40-14T/P	MT-40-943-SP
RT-46-164EH/P[1,2]	MT-40-14X/P	RZ-166[2]
RT-50-160/P[1,2]	MT-40-14X/P	RZ-188

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L
EX+ Air Disc Brake Extended Standard Warranty[3]	5/500/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

[2] Based on stamped wear diameter max.

[3] Applies only to MA761 friction material code CD brake assembly i.e. EX225LXXXCDXXX

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems[1]	
Standard System[2]	1/100/P&L
PreSet by Meritor[3]	5/500/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

[2] When installed by Meritor.

[3] Requires approved hubcap stating PreSet by Meritor on hubcap face.

[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles[1]

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L

[1] For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor

(For axle and ABS coverage, refer to appropriate product warranties.)

[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-943	MFS-8-163B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-16-143A-N
FF-941	MFS-6-151A-N	MFS-10-122A	MFS-12-132C-N	MFS-13B-132B-N	MFS-18-133A-N
FF-942	MFS-6-153B-N	MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-132C-N	MFS-18-135A-N
FF-943	MFS-6-162B-N	MFS-10-144A-N	MFS-12-143A-N	MFS-13-143A-N	MFS-18-193A-N
FF-944	MFS-6-153C-N	MFS-12-122A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-20-133A-N
FF-946	MFS-6-162C-N	MFS-12E-122A-N	MFS-12E-143A-N	MFS-14-122A-N	MFS-20-135A-N
FF-961	MFS-7-113C-N	MFS-12-122B-N	MFS-13-122A-N	MFS-14-124A-N	MFS-20-192A-N
FF-966	MFS-7-153C-N	MFS-12E-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N
FF-967	MFS-7-163C-N	MFS-12-122C-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N
FG-941	MFS-8-113B-N	MFS-12E-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N
FH-941	MFS-8-143A-N	MFS-12-124A-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N
FH-946[1]	MFS-8-153B-N	MFS-12-132B-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N
FL-941					

[1] Can also be used with reduced steer angles in tag position in Coach Applications.

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-160	RS-24-160	MS-30-616-SP
MS-17-14X	MS-21-144	RC-23-161	RC-25-160	RS-35-380
MS-19-13X	MS-23-17X	RC-23-162[1]	RS-26-185	71162
MS-19-14X	RS-21-145/A	RC-23-165[1]	MS-26-616	71163
RS-17-144/145/A	RS-21-160	RS-23-160	MS-26-616-SP	79163
RS-19-144/145/A	RC-22-145	RS-23-161	RS-30-185	
MS-21-13X	RC-22-145/A	RS-23-186	MS-30-616	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-40-14XHE	RT-44-145/P	MT-58-616
RT-34-144/P/A	MT-40-144/P	RT-46-169	RT-58-185[1]
MT-40-14T/P	RT-40-145/A	MT-52-616	MT-70-380
MT-40-14X/P	MT-44-14X/P	RT-52-185[1]	RZ-188

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P	RT-50-160/P
RT-46-160/P	RZ-166
RT-46-164EH/P	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Transmission – 1/Unl/P&L

516	FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
Cam P[3]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake ™[3]	2/200/P&L
ASA	3/Unl/P
ASA[3]	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
[2] Based on stamped wear diameter max.
[3] Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L
AxlePak5[4]	5/P&L
AxlePak7[5]	7/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.
[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.
[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems[1]	
Standard System	1/Unl/P&L
AxlePak7	7/P&L
Beam and Brackets	7/P, 1/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings[3]	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor
[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.
[3] Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets[1]	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)
[1] 3/Unl/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicle

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle*
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus*
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

*Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-941	MFS-10-143A-N	MFS-12-143A-N	MFS-13-144A-N	MFS-18-193A-N	MX-12-120
FF-941	FL-943	MFS-10-144A-N	MFS-12-144A-N	MFS-13-155	MFS-20-133A-N	MX-12-120 EVO
FF-942	MFS-6-151A-N	MFS-12-122	MFS-12-155	MFS-14-122	MFS-20-135A-N	MX-14-120
FF-943	MFS-6-153B	MFS-12E-122	MFS-13-122	MFS-14-124A-N	MFS-20-192A-N	MX-16-120
FF-944	MFS-6-162B	MFS-12-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N	MX-18-120
FF-946	MFS-6-162C	MFS-12E-122B-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N	MX-17-140
FF-961	MFS-7-113C-N	MFS-12-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N	MX-19-140
FF-966	MFS-7-153C-N	MFS-12E-122C-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N	MX-21-140
FF-967	MFS-7-163C-N	MFS-12-124A-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N	MX-21-160
FG-941	MFS-8-113B-N	MFS-12-132B-N	MFS-13B-132B-N	MFS-16-143A-N	RF-16-145	MX-23-160
FG-943	MFS-8-153B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-18-133A-N	RF-21-160	MX-810
FH-941	MFS-8-163B-N	MFS-12-132C-N	MFS-13B-132C-N	MFS-18-135A-N	MX-10-120	
FH-946	MFS-10-122A	MFS-12E-132C-N	MFS-13-143A-N	MFS-18-192A-N	MX-10-120 EVO	

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-21-160	RS-24-160	MS-35-380
RS-17-144/145/A	RC-22-145	RS-25-160	RS-38-380
MS-19-14X	RC-23-160	MS-26-616	RC-25-160
RS-19-144	RH-23-160	MS-26-616-SP	RC-26-633
MS-21-114	RS-23-160	RS-26-185/380	MT-58-616
MS-21-14X	RC-23-161	MS-30-616	MT-58-616-SP
RS-21-145	RS-23-161	MS-30-616-SP	
RS-21-145/A	RS-23-186/380	RS-30-185/380	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

516
FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P
RT-34-144/P/A
MT-40-14X/P
RT-40-145/A
MT-44-14X/P
RT-44-145/P
RT-46-169
RT-58-160
MT-52-616
MT-52-616-SP
RT-52-185/380[1,2]
MT-58-616
MT-58-616-SP
RT-58-185/380[1,2]
RT-70-380
MT-70-380
RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam P	3/Unl/P
Cam P[3]	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Based on stamped wear diameter max.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P/A[3]
RT-46-160/P/A[1,3]
RT-46-164EH/P/A[2,3]
RT-50-160/P/A[3]
RZ-166

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
[2] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components[1]	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[1]	5/Unl/P, 3/Unl/L

[1] Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L.
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Gearboxes – 1/Unl/P&L

MGX-240
MGX-279
MGX-279D
MGX-280
MGX-285
MGX-292
MGX-314
MGX-376
MGX-377
MGX-378
MGX-380
MGX-384
MGX-402
MGX-413
MGX-448
MGX-456
MGX-478
MGX-480
MGX-487
MGX-488
MGX-505
MGX-506
MGX-514
MGX-519
MGX-520
MGX-522
MGX-524
MGX-527
MGX-528
MGX-533
MGX-534
MGX-536
MGX-537
MGX-541
MGX-545
MGX-546
MGX-550

Transfer Cases – 1/Unl/P

MTC-4213
MTC-4210
MTC-4208
MTC-4206-FV (TC-38)
MTC-3106-FV (TC-137)
MTC-3111 (T-2111)
MTC-3112-CV (529 & 548C)
MTC-3116 (T-2111)
MTC-3118-FV (TC-180 & TC-180-23)
MTC-3118-CV (358)
MTC-3120-FV (TC-143)
MTC-3124 (T-2119)
MTC-3205-GV (MTC-25/247)
MTC-3205-GV (MTC-25/350)
MTC-3205-GV (RTC-25/350)
MTC-3206-FV (TC-237)
MTC-3206-CS (544)
MTC-3208-GV (RTC-50)
MTC-3209-GV (RTC-60/420)
MTC-3209-GV (RTC-60/380)
MTC-3209-GV (MTC-60/420)
MTC-3209-GV (MTC-60/380)
MTC-3212-CV (315 & 548B)
MTC-3312-FV (TC-270)
MTC-3220-FC (TC-142)
MTC-2212-CV (306)

FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue (CFR)
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

Fire and Emergency Typically Is

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-193A-N	MFS-22-135A-N
FL-943	MFS-20-133A-N	MFS-22H-135A-N
MFS-18-133A-N	MFS-20-135A-N	MFS-22-193A-N
MFS-18-135A-N	MFS-20-193A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19140	MX-21160	MX-23810
MX-21140	MX-23160	

Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-160	RS-24-160	RS-30-185	
RS-23-161	RC-25-160	RS-35-380	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-44-145/P	MT-52-616
MT-40-144/P	RT-46-160/P	RT-52-185[1]
RT-40-145/A	RT-46-164EH/P	MT-58-616
RT-40-160/P	RT-46-169	RT-58-185[1]
MT-44-14X/P	RT-50-160/P	MT-70-380

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
155N	1/Unl/P
92N	1/Unl/P

Transfer Cases – 1/Unl/P

MTC-4208	MTC-3111 (T-2111)
MTC-4210	MTC-3116 (T-2111)
MTC-4213	MTC-3124 (T-2119)

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

Transit Bus Typically Is

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 5/300/P&L

FH-946	MFS-12-155
FH-941[1]	MFS-13-155

[1] Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	79163	RS-21-160
RC-23-161	RC-23-162[1]	
71163	RC-23-165[1]	

[1] Commuter coach only – 2/Unl/P&L

Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™[1]	2/100/P&L
ASA[1]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002
MC-16003
FH-946

Center Non-drive Axles – 5/300/P&L

MC-26000
71063
79063

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Contact Meritor regarding specific application approval questions on any product line.

Drivelines – 1/Unl/P

RPL	MXL

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-144A-N	MFS-18-193A-N
FF - 943	MFS-13-143A-N	MFS-20-133A-N
FF - 961	MFS-13-144A-N	MFS-20-135A-N
FF - 966	MFS-14-143A-N	MFS-20-192A-N
FG - 941	MFS-16-122A-N	MFS-20-193A-N
FG - 943	MFS-16-133A-N	MFS-22-135A-N
FL - 941	MFS-16-135A-N	MFS-22H-135A-N
FL - 943	MFS-16-143A-N	MFS-22-193A-N
FN - 951	MFS-18-133A-N	MFS-22H-193A-N
MFS-12-143A-N	MFS-18-135A-N	MON-Z0 FAMILY

Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

Planetary Axles – 1/Unl/P

MOB	MOF	MOS	MOZ
MOC	MOG	MOT	
MOD	MOH	MOX	
MOE	MOR	MOY	

Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

Transfer Cases – 1/Unl/P

MTC-4213	MTC-3116 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3209-GV (MTC-60/380)
MTC-4210	MTC-3118-FV (TC-180 & TC-180-23)	MTC-3206-FV (TC-237)	MTC-3212-CV (315 & 548B)
MTC-4208	MTC-3118-CV (358)	MTC-3206-CS (544)	MTC-3312-FV (TC-270)
MTC-4206-FV (TC-38)	MTC-3120-FV (TC-143)	MTC-3208-GV (RTC-50)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3124 (T-2119)	MTC-3209-GV (RTC-60/420)	MTC-2212-CV (306)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (RTC-60/380)	
MTC-3112-CV (529 & 548C)	MTC-3205-GV (MTC-25/350)	MTC-3209-GV (MTC-60/420)	

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles
King Pin Bushings.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe “rust-jacking.”

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Disc Brake
Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor Heavy Vehicle Systems, LLC warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not branded by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

(6) Disclaimer of Warranty.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies.
In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.
This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

MERITOR

Meritor Heavy Vehicle Systems, LLC
2135 West Maple Road
Troy, Michigan 48084 USA

For more information:
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or visit meritor.com

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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor Wabco warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)		
Number of Years	**Mileage (in thousands) Unl=Unlimited**	**P=Parts Only P&L=Parts & Labor**
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter[3]	
Air Compressors (ALL)[2]	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/Unl/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System)[3]	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components[1] (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

[1] ZF and WABCO branded components. [2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. [3] An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter[3]	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve[3]	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

1 ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation[3]
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telebandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injecter Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components[1]	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

[1] ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY “ELECTRONICS”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/ or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

(3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.

(5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.

(6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.

(8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .

(9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





For further product details contact your distributor or the WABCO Customer Care Center at 855-228-3203.

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and $3.4 billion (WABCO). For more information, visit: **www.wabco-na.com**

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WABCO

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Custom Cab
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship
Command Zone Electronics
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Command Zone control modules shall be free from failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of delivery.**
Warranty Period Ends After:	**Fifty - Four (54) months**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION —** Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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PIERCE MANUFACTURING INC.

BULLETIN

TO: **All Dealer Service Representatives**

From: **Kevin Hanegraaf**

DATE: **January 4, 2010**

RE: **UPF Tank Warranty Policy – Truck in Accident**

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect**. This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The apparatus body shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is $ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of $ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.

2./ Corrosion of the substrate due to paint system failure.

3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.

2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.

3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.

4./ Scratches, chips, abrasions, or dents from any source.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.

Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

(a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;

(b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;

(c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;

(d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and

(e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

(a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or

(b) the repair of such product or part, or

(c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS

F-2891 (04/15/20)

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

One (1) Year Material and Workmanship Foam System & Five (5) Year Material and Workmanship Control Head

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Limited warranty 1 year parts and labor for for the foam system and 5 years parts and labor for the control head.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**One (1) Year & Five (5) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Twelve (12) Year Paint and Corrosion Stainless Steel Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Twelve (12) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies only to the exterior paint. Paint on the vehicle's undercarriage and interior is warranted only under the Pierce Basic One Year Limited Warranty.** **The vehicle must be inspected by a Pierce representative no later than 30 days prior to the third anniversary of the delivery of the vehicle to the original purchaser. Inspection form QSD1162 that details the condition of the painted cab and body is to be completed by the Pierce representative and returned to Pierce.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Bumper to Bumper

Pierce Body - Class H

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years, or 30,000 Miles, or 4,500 Engine Hours**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to aspects of the product that are covered by other Pierce or Supplier warranties. See the applicable specific warranty for details of coverage and exclusions. Such warranties may include, but not be limited to, paint, corrosion, , frame, structure, electronics, pumps, piping, and Goldstar laminates. Where conflicts exist, the coverage and exclusions of the specific warranty shall apply.** **This warranty does not cover normal wear to any parts or components including but not limited to: filters, lubricants, and light bulbs.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Certification Document CD0156
Statement of Compliance to NFPA 1901-2016
Vehicle Stability

Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.





4.13 Vehicle Stability.

4.13.1* Rollover Stability. The apparatus shall meet the criteria defined in 4.13.1.1, or it shall be equipped with a stability control system in accordance with 4.13.1.2.

4.13.1.1 The apparatus shall meet the criteria defined in either of the following:

(1)*The apparatus shall remain stable to 26.5 degrees in both directions when tested on a tilt table in accordance with SAE J2180, *A Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks.*

(2) The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

4.13.1.1.1 Compliance shall be certified by testing, calculating, or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification shall be delivered with the fire apparatus.

4.13.1.1.2 The example apparatus shall be considered substantially similar if it includes a chassis with the same or higher CG height, the same or narrower rear axle track width, the same or greater water tank size and CG height, the same type of front and rear suspension, and the same type and size of aerial device.

4.13.1.1.3 For purposes of 4.13.1.1, the apparatus shall be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance as defined in Table 12.1.2.

4.13.1.1.3.1 If the apparatus is designed to meet a specified higher equipment loading or larger hose bed capacity or to carry additional ground ladders, these greater loads shall be included in the testing, calculating, or measuring.

4.13.1.1.3.2 The weight added to the fire apparatus for the purpose of test, calculation, or measurement shall be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

4.13.1.2 If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

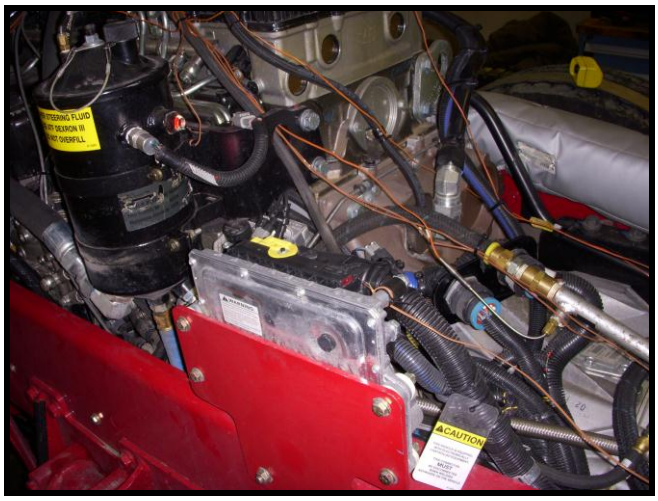
VALIDATION TEST: Multiple Tests

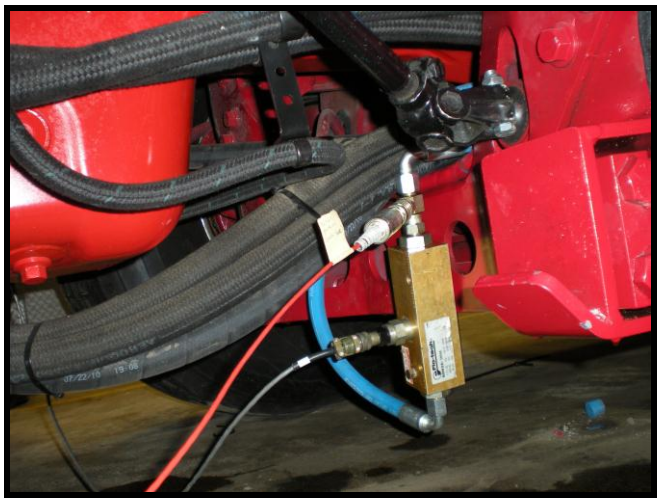
Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 1, 2017

Certification Document CD0098
Power Steering System

Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.





VALIDATION TEST: RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

David W. Archer
Director of Engineering
June 03, 2011

PIERCE MANUFACTURING INC.®

AN OSHKOSH TRUCK CORPORATION® COMPANY

Certification Document CD0190
Velocity® & Impel®
Cab Integrity Certification

Pierce Manufacturing certifies the integrity of the Velocity/Impel cab relative to occupant protection.

A specimen representing the substantial structural configuration of the Velocity and Impel cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

Side Impact: The test cab was subjected to dynamic preload where a 14,320 lb. moving barrier was impacted into the top corner with sufficient speed to impact the top corner of the cab with 13,000 ft-lbs. of energy. This satisfies SAE J2422 requirements.



Roof Crush: This test cab was then subjected to a roof crush force of 100,000 lbs. This value exceeds the ECE 29 criteria, which must be equivalent to the front axle rating. This is 4.5 times higher than max. front axle rating.



Frontal Impact: The test cab was struck by the 13,275 lb moving barrier at a speed sufficient to impart the required 65,200 ft-lbs. of energy.



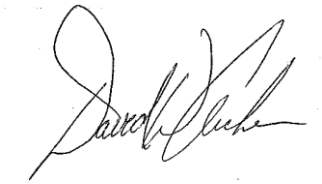
Side Crush: As an additional test of the Velocity/Impel strength, the same test cab was set on its side and loaded to 100,000 lbs. The cab in this test withstood the load without any appreciable damage or occupant space intrusion.



Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised during any of the test loads. The Pierce cab withstood all integrity tests on the same cab without any measurable intrusion into the survival space of the occupant area.

Certified by:

Pierce Manufacturing, Inc.



David W Archer
Vice President of Engineering

Certification Document CD0001
Velocity® & Impel®
Cab Doors

Pierce Manufacturing certifies the integrity of the Velocity® & Impel® cab doors.

Specimens representing the substantial structural configuration of the Velocity and Impel cab front and crew doors have been successfully tested to meet the following objectives:

OBJECTIVES:

- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g's on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

CONCLUSIONS:

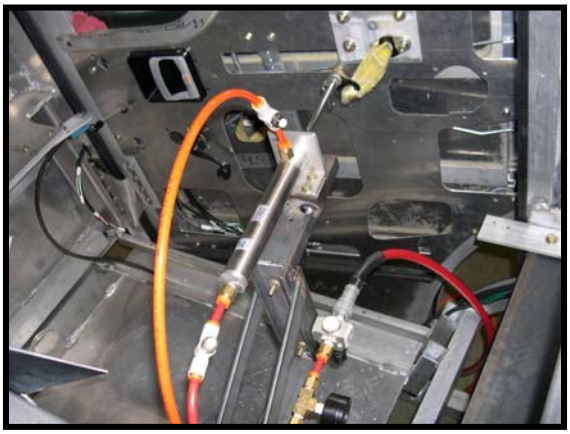
- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 50 g's.

VALIDATION TEST: RD1239, RD1350

Pierce Manufacturing, Inc.



James Roger Lackore, PE
March 16, 2008



Certification Document CD0005
Velocity® & Impel®
Windshield Wiper System

Pierce Manufacturing certifies the integrity of the Velocity® & Impel® Windshield Wiper System.

Specimens representing the configuration of the Velocity® & Impel® windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:

- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:

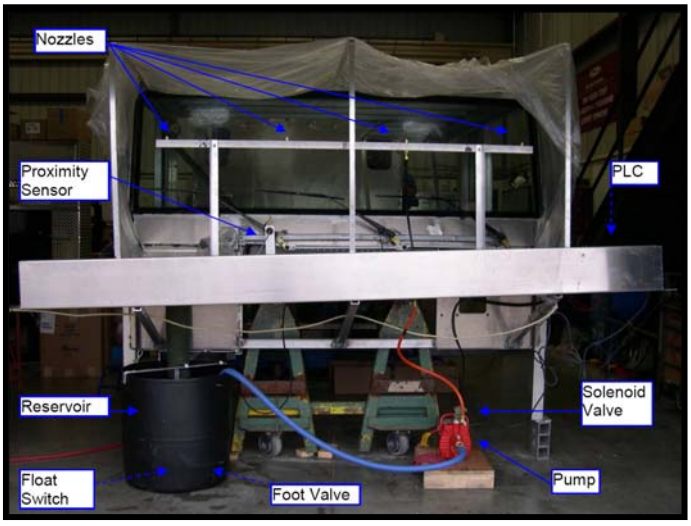
- The wiper linkage, pivots, and mounts successfully completed 4,254,000 cycles.
- The low speed circuit on the wiper motor failed at 2,954,000 cycles but it continued to operate on high speed. The low speed failure was determined to be due to water intrusion. The production wiper motors are coated in “EL-Cast Resin with a 641 hardener additive” to seal them from water intrusion to prevent failure.

VALIDATION TEST: RD1240

Pierce Manufacturing, Inc.



James Roger Lackore, PE
March 16, 2008



Certification Document CD0004
Velocity® & Impel®
Window Regulators

Pierce Manufacturing certifies the integrity of the Velocity® & Impel® window regulators.

Specimens representing the substantial structural configuration of the Velocity® & Impel® window regulators have been successfully tested to meet the following objectives:

OBJECTIVES:

- Electric window regulators withstand 30,000 up-down cycles.

CONCLUSIONS:

- The electric window regulators withstood 30,000 cycles without failure.

VALIDATION TEST: RD1350, RD1368

Pierce Manufacturing, Inc.

WISCONSIN
JAMES R. LACKORE
E-26228
APPLETON, WI
PROFESSIONAL ENGINEER

James Roger Lackore, PE
March 16, 2008



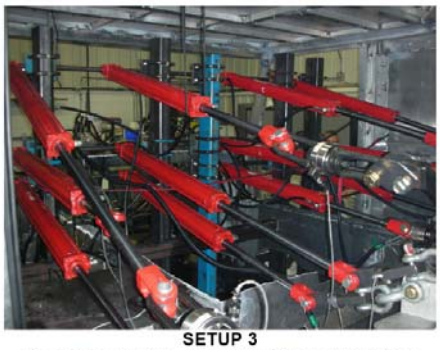
Certification Document CD0018
Velocity® & Impel®
Seats and Seat Belts

Pierce Manufacturing certifies the conformance of the Velocity® & Impel® cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Velocity® & Impel® Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.



SETUP 3

Velocity Test Cab – Hydraulic Cylinder Mounting

VALIDATION TESTS:

RD1274
RD1335
RD1352
RD1405
RD1437
RD1446

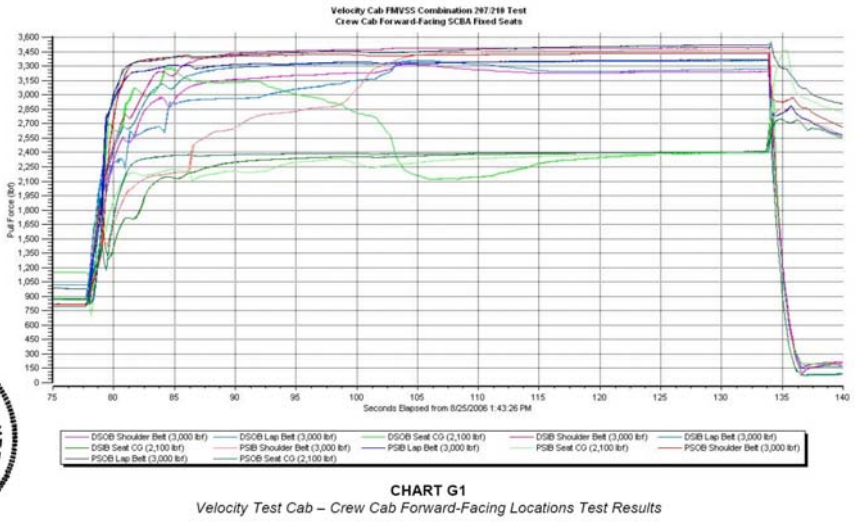


CHART G1

Velocity Test Cab – Crew Cab Forward-Facing Locations Test Results

Pierce Manufacturing, Inc.





James Roger Lackore, PE
June 17, 2008

PIERCE MANUFACTURING INC.®

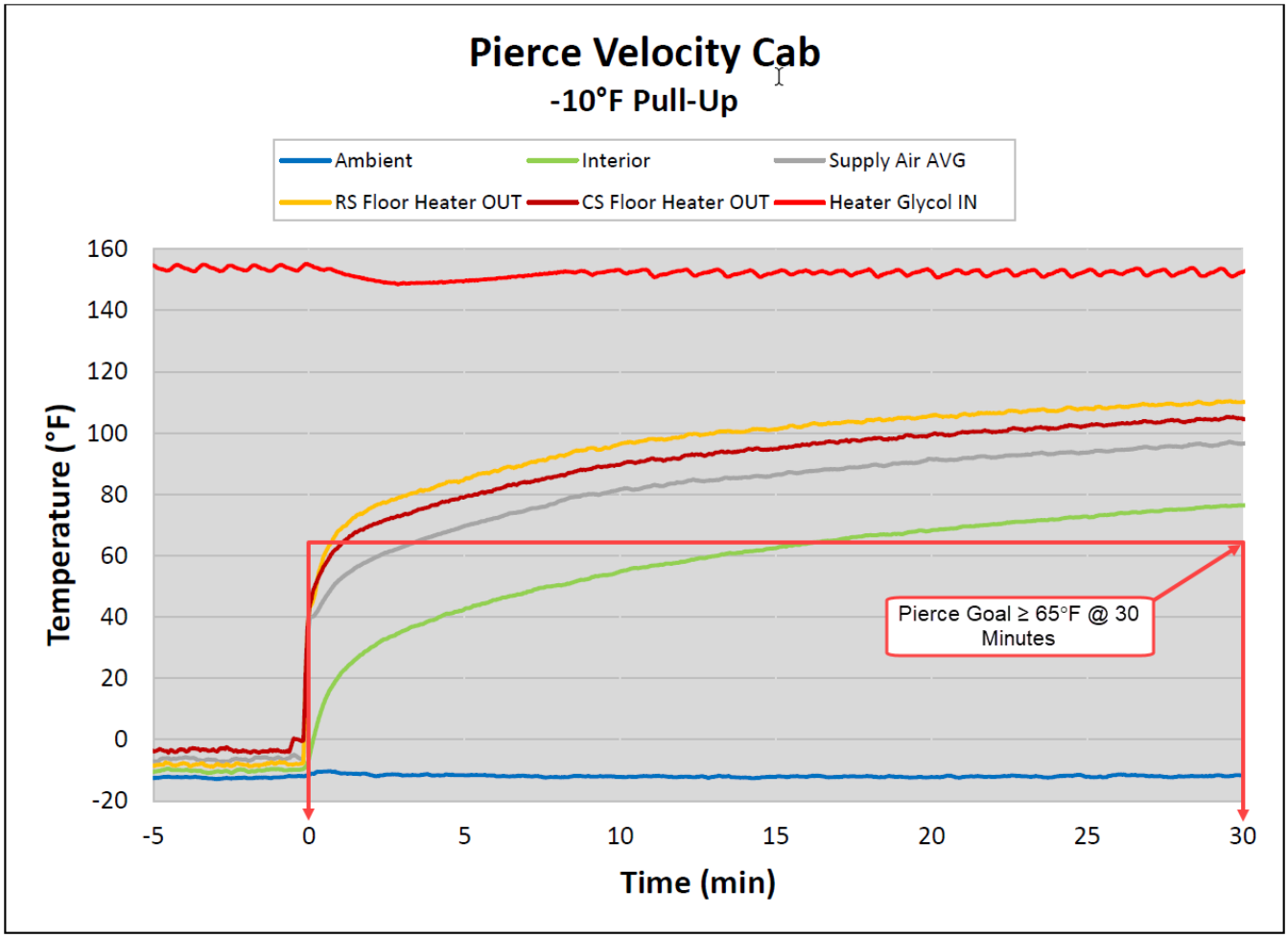
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0166
Velocity® & Impel®
Cab Heater

Pierce Manufacturing certifies the performance of the Velocity® & Impel® cab heat system.

The Velocity® & Impel® Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 86.5º F from -10º F to 75.6º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer, Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0168
Velocity® & Impel®
Air Conditioning & Defrost

Pierce Manufacturing certifies the performance of the Velocity® & Impel® cab air conditioning and defrost system.

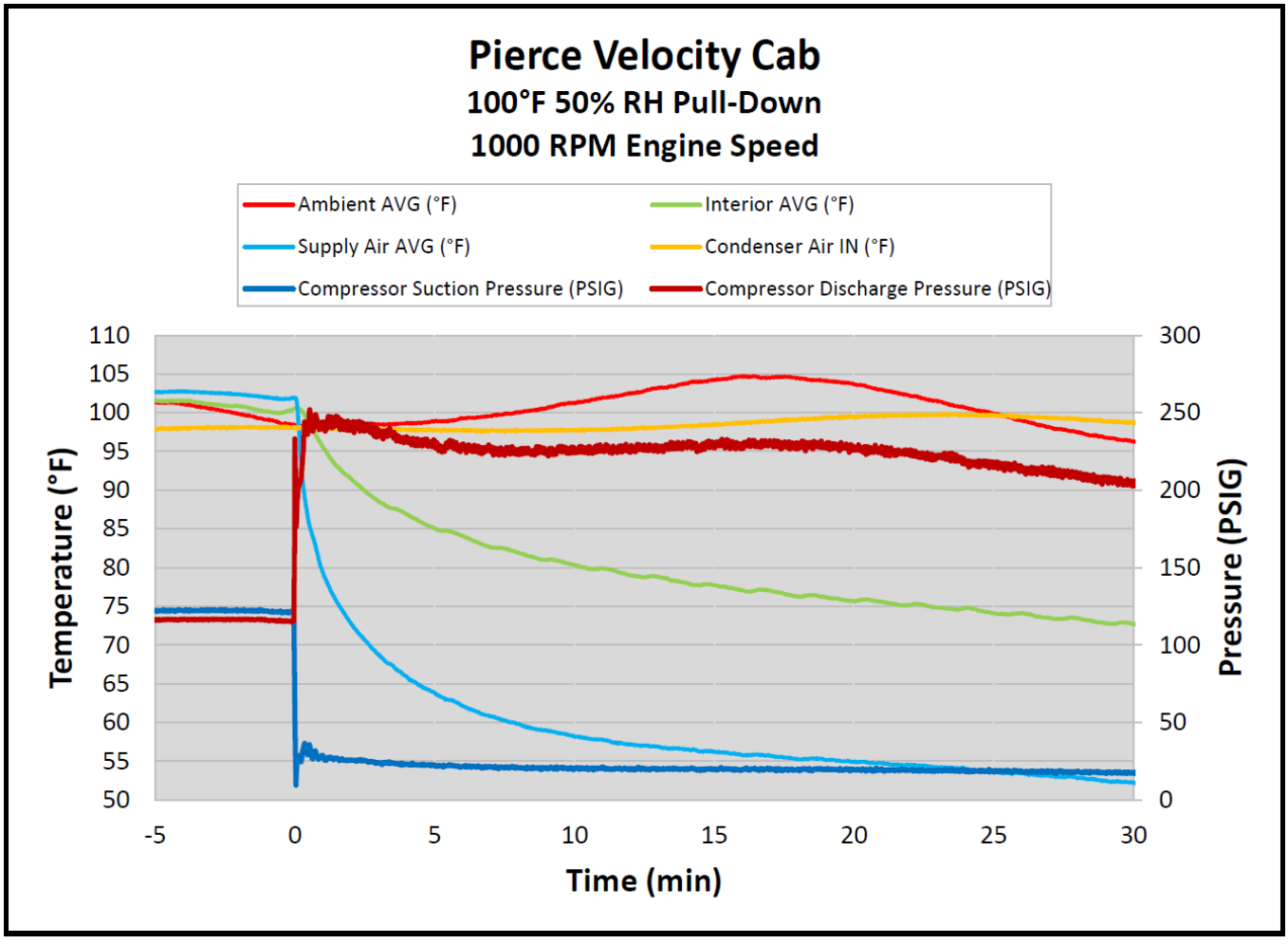
The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. Engine speed was maintained at 1000 rpm with the controls set to maximum cooling.

All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning was turned on.

The average cab temperature dropped to 72.6 º F at the end of the 30-minute test.



Defrosting

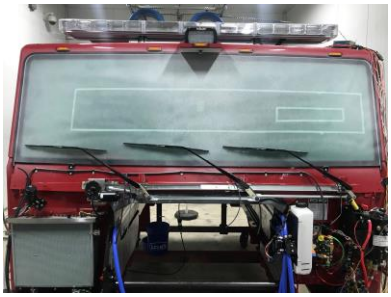
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold-soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared within the specified 30 minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

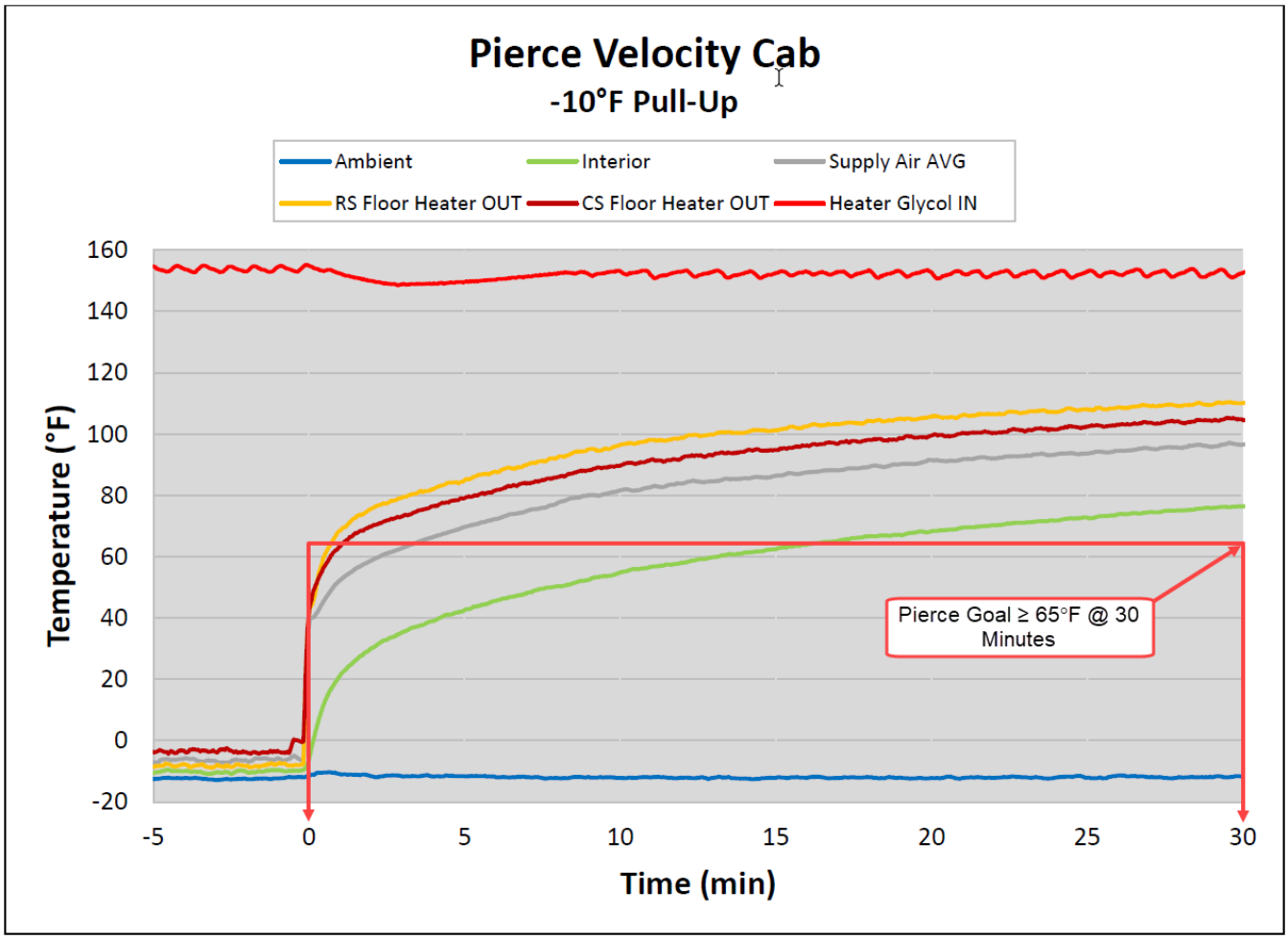
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0176
Velocity® & Impel®
Cab Heater

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Velocity® & Impel® cab heat system.

The Velocity® & Impel® Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 86.5º F from -10º F to 75.6º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer, Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0177
Velocity® & Impel®
Air Conditioning & Defrost

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Velocity® & Impel® cab air conditioning and defrost system.

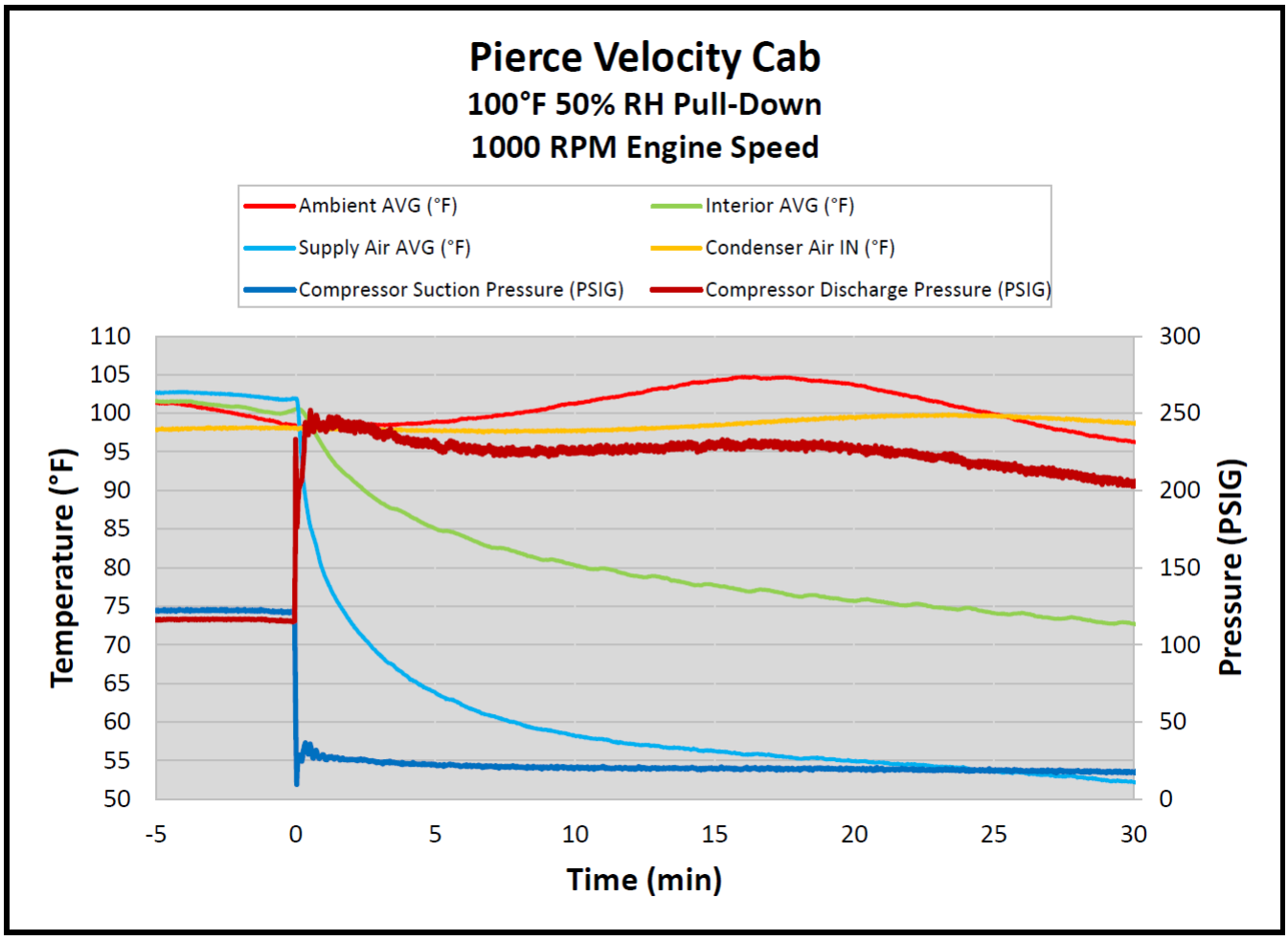
The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. Engine speed was maintained at 1000 rpm with the controls set to maximum cooling.

All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning was turned on.

The average cab temperature dropped to 72.6 º F at the end of the 30-minute test.



Defrosting

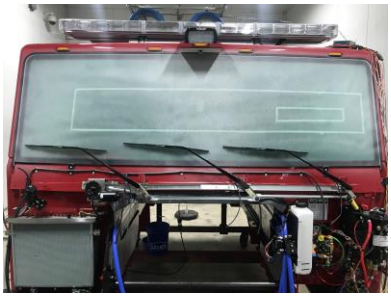
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold-soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared within the specified 30 minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

ALLEGIANCE
— FIRE & RESCUE™ —

Pierce
PERFECTION LIKE NO OTHER

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Minuteman Fire and Rescue Apparatus, LLC. (DBA Allegiance Fire & Rescue) ("Dealer"), and Town of Londonderry a NH Municipality ("Customer") and is effective as of the last date executed by both parties (the "Effective Date").

1. **Product.** Customer agrees to purchase the following product, as further described in the Dealer Proposal attached hereto as **Exhibit A** and incorporated herein ("Product"). The Product comes with all applicable manufacturers' warranties from Pierce Manufacturing, Inc. ("Pierce") and all makers of component parts or other equipment that is part of the Product. All such warranties are included in the Dealer Proposal and/or separately attached hereto as **Exhibit B**.

2. **Purchase and Payment.** The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of **$1,144,964.00** ("Purchase Price"). Prices are in U.S. funds. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing.

   In addition to the Purchase Price, Customer shall be responsible for paying for all added costs and expenses incurred by Dealer in the event that any state, federal or other regulatory agency (e.g. NFPA, DOT, EPA) requires any modifications to the Product. Dealer shall make reasonable efforts to advise the Customer of any such changes within a reasonable time and to provide Customer with documentation to support the required modifications.

Quantity	Description	Price Per Unit	Total Price
One (1)	Pierce ® Velocity 2000 GPM Waterous Pumper Long	$1,144,964.00	$1,144,964.00
One (1)	If option 1 is executed – deduct multi truck discount	$ - 15,000.00	$ - 15,000.00
	Total		$1,129,964.00

Option 1: is only valid if the second proposed unit is purchased in conjunction with this offer.
Payment is due upon delivery of product
The above amount reflects HGAC contract pricing.

Training Requirements: Standard

Other: 100% Performance Bond
See **Exhibit C** attached hereto for additional pricing terms, incorporated by reference.

3. **Optional Product Changes.** Customer may request changes to the Product at any time by way of a written change order. Dealer will review the request and notify Customer of any resulting changes to the Purchase Price, Delivery dates or other terms of this Agreement that will result from the change order. Dealer may accept or reject the change order request. All change orders (including new pricing and delivery dates) must be signed by the parties to be effective.

4. **Cancellation.** Customer may cancel this Agreement (or individual Units if the Product involves multiple Units in which event the cancellation fees are based on the portion of the Purchase Price for the subject Unit set forth

in Section 1) prior to Delivery only by a written notice provided in accordance with Section 6. In such event, Customer shall pay Dealer the following cancellation fee as liquidated damages because actual damages would be difficult to ascertain and the following agreed upon fees are a reasonable estimate of actual damages: (a) 10% of the Purchase Price if cancellation occurs after Pierce enters the order for the Product on its computer system; (b) 20% of the Purchase Price if cancellation occurs after Pierce has completed draft Product drawings; and (c) 40% of the Purchase Price if cancellation occurs after Pierce makes any material requisition (i.e. orders material), plus an additional percentage as reasonably set by Dealer to account for additional costs and expenses incurred after material requisition, up to no more than 80% of the Purchase Price if cancellation occurs after substantial completion of the Product. Dealer shall have no obligation to mitigate damages. Customer hereby authorizes Dealer to deduct the cancellation fee from the Purchase Price being held by Dealer and return the remainder to Customer in exchange for a waiver and release of claims.

5. **Delivery, Inspection and Acceptance**. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Delivery of the Product is scheduled to be within 902-946 working days of the Effective Date, F.O.B. Londonderry Fire Department, NH Londonderry, NH. Risk of loss shall pass to Customer upon Delivery. Upon Delivery, Customer shall have ten (10) business days within which to inspect the Product and, in the event of substantial non-conformance, to furnish Dealer with detailed written notice sufficient to permit Dealer to evaluate any such non-conformance. Absent timely receipt of such notice of non-conformance, the Product shall be deemed in conformance and accepted by Customer. Time is of the essence with respect to such notice. Any Product not in substantial conformance shall be remedied by Dealer by putting Pierce on written notice of such non-conformance.

6. **Notices**. All notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by either hand delivery (notice deemed delivered upon receipt) or by registered, overnight mail (notice deemed delivered one business day after mailing):

Dealer:
Allegiance Fire & Rescue
2181 Providence Highway
Walpole, Massachusetts 02081
Fax: 508-216-6368

Customer:
Town of Londonderry
Londonderry Fire Department, NH
280 Mammoth Rd
Londonderry, NH 03053-3003

7. **Warranty Disclaimer**. The Product comes with the warranties referred to in Section 1. Dealer itself provides no warranties whatsoever. TO BE CLEAR, NEITHER DEALER NOR, ITS AFFILIATES, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. **Force Majeure**. Dealer shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Dealer's control which make Dealer's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, pandemics or public health emergencies, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials,

other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

9. **Indemnity**. Customer shall indemnify, defend and hold harmless the Dealer and all of its officers, directors, employees, representatives, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of Product (and/or any part of the Product such as attachments or apparatus). In the event of any claim, Customer shall engage counsel for Dealer and Dealer shall allow Customer to direct the defense of such claim with counsel of Customer's choosing. Customer shall make good faith efforts to have Dealer dismissed from any lawsuit and shall otherwise not settle any such claim or alleged claim without first obtaining Dealer's written consent, which consent shall not be unreasonably withheld.

10. **Independent Contractors**. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturers of or with the other.

11. **Entire Agreement / Amendments**. This Agreement (including Exhibits) contains the entire agreement between the parties regarding the Product. No representations, promises, agreements, or understandings, written or oral not contained herein shall be of any force or effect. This Agreement may only be amended or modified by a written agreement signed by both parties.

12. **Assignment**. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party; provided, however, that Dealer may assign this Agreement as part of a public offering or the sale or transfer of all or substantially all of its assets.

13. **Severability**. The invalidity or un-enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

14. **No Waiver of Rights**. No waiver of any provision of this Agreement shall be enforceable unless in writing and signed by the waiving party. No waiver of any provision shall affect the validity or enforceability of any other provision.

15. **Governing Law / Jurisdiction**. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Massachusetts. The parties agree that any claim concerning this Agreement must be filed and adjudicated in state or federal courts located in the Commonwealth and such courts shall be the sole and exclusive venue for the adjudication of all claims under this Agreement. The parties hereby consent to personal and subject matter jurisdiction within the Commonwealth.

16. **Counterparts / Electronic Signatures**. This Agreement may be executed in one or more counterparts. The exchange of signed copies of this Agreement by facsimile or via .pdf by email will constitute effective execution and delivery of this Agreement and may be used in the lieu of the original Agreement for all purposes.

Accepted and agreed to:

Dealer: Allegiance Fire & Rescue

Name: William O'Connor

Title: Vice President

Date: _____

Signature _____

Customer: Town of Londonderry

Name: Mike Malaguti

Title: Town Manager

Date: 11/22/13

Signature

EXHIBIT A

BID #879

DEALER PROPOSAL

EXHIBIT B

BID #879

WARRANTIES

EXHIBIT C

ADDITIONAL PRICING TERMS

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14-months prior to the then predicted outside Ready For Pickup/Delivery date ("Evaluation Month"), then pricing and the purchase price for the Product may be updated and increased in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

We will notify you no later than 11-months prior to the then predicted Ready For Pickup/Delivery date of the proposed price increase and to sign a Change Order evidencing the increased pricing for the Product for your approval (the "Updated Price")")(if the Ready for Pickup/Delivery date is a range, i.e., 36-38 months, we will notify you no later than 11-months prior to the earliest date of the Ready for Pickup/Delivery date range).

If no Updated Price is provided, you will be required to purchase the Product at the original ordered price (other than any adjustments for configuration changes in the Product or other change orders).

If an Updated Price is provided, you will have thirty (30) calendar days after delivery of notice of the Updated Price to provide written notice to us of your election to cancel the order for the Product, subject to the cancellation provisions of Section 4 above. Any deposits or pre-payments (less any cancellation charges) will be returned and refunded to you promptly after cancellation of your order, without interest. If no written notice of cancellation is received by us within such thirty (30) day period, you will be required to purchase the Product at the Updated Price (as adjusted for configuration changes in the Product or other change orders).

ALLEGIANCE

FIRE & RESCUE™

11/20/2023

Town of Londonderry
Londonderry Fire Department, NH
280 Mammoth Rd
Londonderry, NH 03053-3003

PROPOSAL BID# 879

FOR FURNISHING

Pierce FIRE APPARATUS

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Allegiance Fire & Rescue at its home office in Walpole, Massachusetts, the apparatus and equipment herein named and for the following prices:

One (1) Pierce ® Velocity 2000 GPM Waterous Pumper Long	$1,144,964.00
Option 1: If the Department purchases this 2nd unit, the will receive a $15,000.00 Per unit discount	
Payment is due upon delivery of product	
The above amount reflects HGAC contract pricing.	
	$1,144,964.00
If 2nd unit contract is signed minus	$ - 15,000.00
	$1,129,964.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 1012-1056 **working days** after receipt of this order and the acceptance thereof at our office at Walpole, Massachusetts, and to be delivered to you at the Londonderry Fire Department, NH. The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Due to upcoming engine manufacturer changes and long lead times, prices issued at time of bid are subject to additional terms of the contract. See Attachment C. Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposition.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

ALLEGIANCE FIRE & RESCUE

By:

William O'Connor - Vice President

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Twelve (12) months.**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**No specific exclusions apply**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Velocity and Impel Custom Chassis

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Three (3) Years, or 30,000 Miles, or 5000 Engine Hours**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies, where applicable, to Goldstar lamination, defroster heater coil and motor blower assembly (excluding the FET PWM module), heater, air conditioning condenser coil and fan/motor assembly, air conditioning evaporator coil and motor blower assembly (excluding the drain pan pump and thermostat), under seat heaters coil and motor blower assembly (excluding the FET PWM module), HVAC electronic switches, HVAC hoses and hard lines, heater water valve, Pierce PS6 seat frames and hardware, Pierce One-Eleven mirrors, Pierce hands-free scba holder, cracking or color loss of roto-molded components, Meritor rear axle, Wabco ABS system, cab door handles, Standen spring suspension components, and the gauge instrument cluster.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

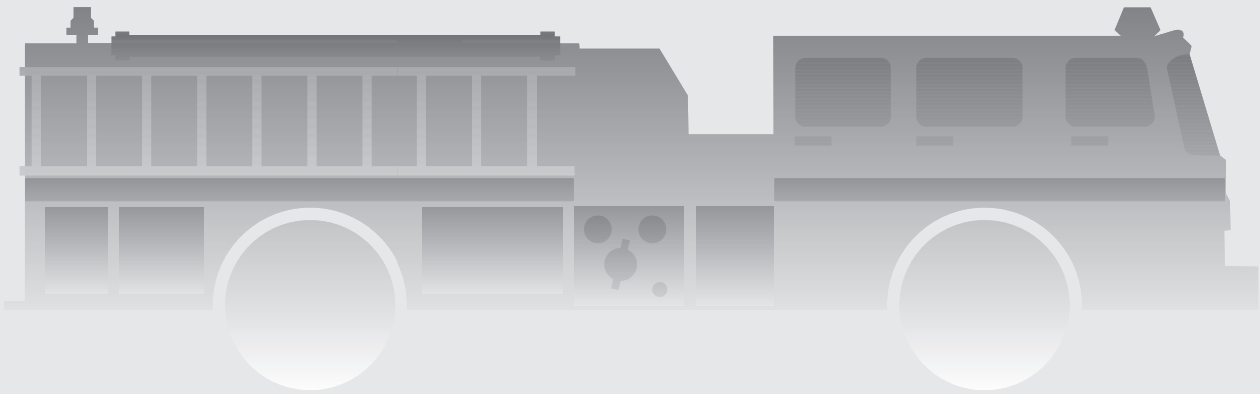
4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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U.S.A.

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TRW COMMERCIAL STEERING SYSTEMS
800 HEATH STREET
LAFAYETTE, INDIANA 47904

PRODUCT WARRANTY

I. **WARRANTY**: The Commercial Steering Systems group of TRW, Inc., hereinafter referred to as "CSS", warrants that each new product supplied by CSS to its customer, when properly installed, used and maintained, shall be free from defect in material and workmanship for the period specified below:

(A) CSS Product installed in **New On-highway Motor Vehicle**:

Within twelve (12) months after date of delivery of such vehicle to the original retail purchaser, or before such vehicle has been driven one hundred thousand (100,000) miles, whichever event shall first occur.

(B) CSS Product installed in **New Agricultural, Turf, Industrial, or Construction Vehicles and Related Equipment**:

Within twelve (12) months after date of delivery of such vehicle/equipment to the original retail purchaser or before such vehicle/equipment has been operated for two thousand (2000) hours or fifty thousand (50,000) miles, whichever occurs first.

(C) CSS Product installed in **New End Product, Not Specifically Mentioned in Classifications (A) or (B) Above and All Other Off-Highway/Severe Applications**:
Within six (6) months after date of delivery of the original equipment manufacturer's end product to the original retail purchaser.

II. **REMEDY**: Customer's sole remedy under the foregoing warranty is limited to correction by means of repair, replacement or issuance of credit, at the option of CSS, of any product which is:

(A) Returned to CSS within the specified warranty time period, with prior notice to, and the written consent of, CSS, with transportation and handling charges prepaid, together with a statement describing the alleged defect, the part number, model number and application, and mileage or hours of use of such product; and

(B) Upon examination, determined by CSS not to conform to the warranty.

III. Any product which is repaired or replaced under this warranty will be returned to customer prepaid. Disposition of any product determined not to be covered by this warranty will be at the customer's expense.

IV. CSS will not be liable for any repairs, replacements, or adjustments to any product or any cost of labor performed by or at the request of customer without the express prior written consent of CSS.

V. **EXCEPTIONS**: The provision of this warranty shall not apply to any CSS product which is used for a purpose for which it is not designed, or which shall have been repaired or altered in any way, or which has been subject to misuse, negligence or accident, neglect of normal maintenance services, so as, in the judgement of CSS to adversely affect its performance and reliability. In no case will the CSS warranty exceed the standard published warranty of its customer in terms of time and/or distance. In all events, the CSS warranty will expire thirty (30) months after the date of manufacture as stamped on the Product. In the case of hydraulic equipment, operation with unapproved fluid or temperatures voids this warranty.

VI. **EXCLUSION OF ALL OTHER REMEDIES AND LIMITATION OF LIABILITY**: Customer's sole and exclusive remedy under the foregoing warranty shall be for the repair, replacement or issuance of credit with respect to a defective product, as set forth and described above. Other provisions hereof notwithstanding, CSS shall not be liable to Customer, or any successor in interest, beneficiary or assignee of Customer, based upon any claim against CSS, whether in contract, warranty, negligence, strict liability, indemnity or otherwise, for any special, consequential, incidental or other damages relating in any way to the design, manufacture, sale, installation or other use of any product purchased from CSS.

VII. **EXCLUSION OF ALL OTHER WARRANTIES: THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY BY CSS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity
Chassis Frame & Crossmembers

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Custom chassis frame rail and cross members manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifty (50) Years (Expected Life of Apparatus)**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

FOR IMMEDIATE RELEASE

5 YEAR WARRANTY FOR YOUR FIRE/RESCUE VEHICLE

Dana Holding Corporation's Commercial Vehicle Systems Group is pleased to announce a change in our standard warranty for fire/rescue vehicles. Starting in 2011, all steer and drive axle applications for fire or rescue vehicles will carry a minimum 5 year / 100,000 mile warranty. Additional 1 and 2 year extended warranty packages are available. (Applicable fees apply) That's a total of 7 years of warranty coverage. Our experience in extended warranty coverage's dates back to the mid 80's. Since then, we have pioneered many new programs designed to deliver warranties, which meet the demands of an ever-changing industry. From our first versions of the on/off-highway coverage's, to our more recent vocational warranties, customization and customer satisfaction, have always been our goals.

For further information and requirements, please go to www.roadranger.com.

24K STEER BEAM NOW AVAILABLE

Dana Holding Corporation is continually working with chassis manufactures to determine needs and how best to offer a solution. The amount of equipment has increased over the years and not all firehouses can accommodate a tandem axle vehicle. We have listened to your requests for a slightly higher front GAWR for single axle vehicles. Dana can now offer a front steer beam with a 5 ¼" drop at 24K GAWR. This will allow chassis manufactures to meet the limited length requirements while still carrying the same amount of equipment.

Please contact your Dana representative for further information

For additional information please contact:

Alan Manzon
Account Manager – Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711
Phone: (734) 629-1141
alan.manzon@dana.com

EATON | The Roadranger System | DANA | Roadranger MORE TIME ON THE ROAD

Fire and Rescue Apparatus

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2020 VEHICLES

MERITOR®



WARRANTY INFORMATION CONTENTS

Effective Model Year 2020 Vehicles

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General Service 5-6
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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor

Notice:

Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).

LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-967	MFS-12-122B-N	MFS-12-132C-N	MFS-13-122B-N	MFS-13B-122C-N
FF-941	FG-941	MFS-12-122C-N	MFS-12E-132B-N	MFS-13-122C-N	MFS-13B-132B-N
FF-942	FG-943	MFS-12E-122A-N	MFS-12E-132C-N	MFS-13-132B-N	MFS-13B-132C-N
FF-943	MFS-10-122A	MFS-12E-122B-N	MFS-12-143A-N	MFS-13-132C-N	MFS-14-122A-N
FF-944	MFS-10-143A-N	MFS-12E-122C-N	MFS-12E-143A-N	MFS-13-143A-N	MFS-14-124A-N
FF-961	MFS-10-144A-N	MFS-12-124A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-14-143A-N
FF-966	MFS-12-122A-N	MFS-12-132B-N	MFS-13-122A-N	MFS-13B-122B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-145	RS-23-160
MS-19-14X	RS-21-160	RS-23-161
MS-21-144	MS-23-17X	RS-23-186

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-14XHE
RT-40-145/A	MA-40-175	MT-40-144/P
RT-40-160/P[1,2]	MT-34-14X/P	MT-40-943
RT-46-160/P[1,2]	MT-40-14T/P	MT-40-943-SP
RT-46-164EH/P[1,2]	MT-40-14X/P	RZ-166[2]
RT-50-160/P[1,2]	MT-40-14X/P	RZ-188

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L
EX+ Air Disc Brake Extended Standard Warranty[3]	5/500/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

[2] Based on stamped wear diameter max.

[3] Applies only to MA761 friction material code CD brake assembly i.e. EX225LXXXCDXXX

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems[1]	
Standard System[2]	1/100/P&L
PreSet by Meritor[3]	5/500/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

[2] When installed by Meritor.

[3] Requires approved hubcap stating PreSet by Meritor on hubcap face.

[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles[1]

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L

[1] For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor

(For axle and ABS coverage, refer to appropriate product warranties.)

[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-943	MFS-8-163B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-16-143A-N
FF-941	MFS-6-151A-N	MFS-10-122A	MFS-12-132C-N	MFS-13B-132B-N	MFS-18-133A-N
FF-942	MFS-6-153B-N	MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-132C-N	MFS-18-135A-N
FF-943	MFS-6-162B-N	MFS-10-144A-N	MFS-12-143A-N	MFS-13-143A-N	MFS-18-193A-N
FF-944	MFS-6-153C-N	MFS-12-122A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-20-133A-N
FF-946	MFS-6-162C-N	MFS-12E-122A-N	MFS-12E-143A-N	MFS-14-122A-N	MFS-20-135A-N
FF-961	MFS-7-113C-N	MFS-12-122B-N	MFS-13-122A-N	MFS-14-124A-N	MFS-20-192A-N
FF-966	MFS-7-153C-N	MFS-12E-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N
FF-967	MFS-7-163C-N	MFS-12-122C-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N
FG-941	MFS-8-113B-N	MFS-12E-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N
FH-941	MFS-8-143A-N	MFS-12-124A-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N
FH-946[1]	MFS-8-153B-N	MFS-12-132B-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N
FL-941					

[1] Can also be used with reduced steer angles in tag position in Coach Applications.

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-160	RS-24-160	MS-30-616-SP
MS-17-14X	MS-21-144	RC-23-161	RC-25-160	RS-35-380
MS-19-13X	MS-23-17X	RC-23-162[1]	RS-26-185	71162
MS-19-14X	RS-21-145/A	RC-23-165[1]	MS-26-616	71163
RS-17-144/145/A	RS-21-160	RS-23-160	MS-26-616-SP	79163
RS-19-144/145/A	RC-22-145	RS-23-161	RS-30-185	
MS-21-13X	RC-22-145/A	RS-23-186	MS-30-616	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-40-14XHE	RT-44-145/P	MT-58-616
RT-34-144/P/A	MT-40-144/P	RT-46-169	RT-58-185[1]
MT-40-14T/P	RT-40-145/A	MT-52-616	MT-70-380
MT-40-14X/P	MT-44-14X/P	RT-52-185[1]	RZ-188

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P	RT-50-160/P
RT-46-160/P	RZ-166
RT-46-164EH/P	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Transmission – 1/Unl/P&L

516	FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
Cam P[3]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake ™[3]	2/200/P&L
ASA	3/Unl/P
ASA[3]	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
[2] Based on stamped wear diameter max.
[3] Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L
AxlePak5[4]	5/P&L
AxlePak7[5]	7/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.
[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.
[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems[1]	
Standard System	1/Unl/P&L
AxlePak7	7/P&L
Beam and Brackets	7/P, 1/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings[3]	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor
[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.
[3] Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets[1]	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)
[1] 3/Unl/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicle

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle*
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus*
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Utility Truck
- Winch Truck

*Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-941	MFS-10-143A-N	MFS-12-143A-N	MFS-13-144A-N	MFS-18-193A-N	MX-12-120
FF-941	FL-943	MFS-10-144A-N	MFS-12-144A-N	MFS-13-155	MFS-20-133A-N	MX-12-120 EVO
FF-942	MFS-6-151A-N	MFS-12-122	MFS-12-155	MFS-14-122	MFS-20-135A-N	MX-14-120
FF-943	MFS-6-153B	MFS-12E-122	MFS-13-122	MFS-14-124A-N	MFS-20-192A-N	MX-16-120
FF-944	MFS-6-162B	MFS-12-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N	MX-18-120
FF-946	MFS-6-162C	MFS-12E-122B-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N	MX-17-140
FF-961	MFS-7-113C-N	MFS-12-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N	MX-19-140
FF-966	MFS-7-153C-N	MFS-12E-122C-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N	MX-21-140
FF-967	MFS-7-163C-N	MFS-12-124A-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N	MX-21-160
FG-941	MFS-8-113B-N	MFS-12-132B-N	MFS-13B-132B-N	MFS-16-143A-N	RF-16-145	MX-23-160
FG-943	MFS-8-153B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-18-133A-N	RF-21-160	MX-810
FH-941	MFS-8-163B-N	MFS-12-132C-N	MFS-13B-132C-N	MFS-18-135A-N	MX-10-120	
FH-946	MFS-10-122A	MFS-12E-132C-N	MFS-13-143A-N	MFS-18-192A-N	MX-10-120 EVO	

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-21-160	RS-24-160	MS-35-380
RS-17-144/145/A	RC-22-145	RS-25-160	RS-38-380
MS-19-14X	RC-23-160	MS-26-616	RC-25-160
RS-19-144	RH-23-160	MS-26-616-SP	RC-26-633
MS-21-114	RS-23-160	RS-26-185/380	MT-58-616
MS-21-14X	RC-23-161	MS-30-616	MT-58-616-SP
RS-21-145	RS-23-161	MS-30-616-SP	
RS-21-145/A	RS-23-186/380	RS-30-185/380	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

516
FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P
RT-34-144/P/A
MT-40-14X/P
RT-40-145/A
MT-44-14X/P
RT-44-145/P
RT-46-169
RT-58-160
MT-52-616
MT-52-616-SP
RT-52-185/380[1,2]
MT-58-616
MT-58-616-SP
RT-58-185/380[1,2]
RT-70-380
MT-70-380
RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam P	3/Unl/P
Cam P[3]	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Based on stamped wear diameter max.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P/A[3]
RT-46-160/P/A[1,3]
RT-46-164EH/P/A[2,3]
RT-50-160/P/A[3]
RZ-166

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
[2] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components[1]	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[1]	5/Unl/P, 3/Unl/L

[1] Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L.
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Gearboxes – 1/Unl/P&L

MGX-240
MGX-279
MGX-279D
MGX-280
MGX-285
MGX-292
MGX-314
MGX-376
MGX-377
MGX-378
MGX-380
MGX-384
MGX-402
MGX-413
MGX-448
MGX-456
MGX-478
MGX-480
MGX-487
MGX-488
MGX-505
MGX-506
MGX-514
MGX-519
MGX-520
MGX-522
MGX-524
MGX-527
MGX-528
MGX-533
MGX-534
MGX-536
MGX-537
MGX-541
MGX-545
MGX-546
MGX-550

Transfer Cases – 1/Unl/P

MTC-4213
MTC-4210
MTC-4208
MTC-4206-FV (TC-38)
MTC-3106-FV (TC-137)
MTC-3111 (T-2111)
MTC-3112-CV (529 & 548C)
MTC-3116 (T-2111)
MTC-3118-FV (TC-180 & TC-180-23)
MTC-3118-CV (358)
MTC-3120-FV (TC-143)
MTC-3124 (T-2119)
MTC-3205-GV (MTC-25/247)
MTC-3205-GV (MTC-25/350)
MTC-3205-GV (RTC-25/350)
MTC-3206-FV (TC-237)
MTC-3206-CS (544)
MTC-3208-GV (RTC-50)
MTC-3209-GV (RTC-60/420)
MTC-3209-GV (RTC-60/380)
MTC-3209-GV (MTC-60/420)
MTC-3209-GV (MTC-60/380)
MTC-3212-CV (315 & 548B)
MTC-3312-FV (TC-270)
MTC-3220-FC (TC-142)
MTC-2212-CV (306)

FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue (CFR)
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

Fire and Emergency Typically Is

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-193A-N	MFS-22-135A-N
FL-943	MFS-20-133A-N	MFS-22H-135A-N
MFS-18-133A-N	MFS-20-135A-N	MFS-22-193A-N
MFS-18-135A-N	MFS-20-193A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19140	MX-21160	MX-23810
MX-21140	MX-23160	

Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-160	RS-24-160	RS-30-185	
RS-23-161	RC-25-160	RS-35-380	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-44-145/P	MT-52-616
MT-40-144/P	RT-46-160/P	RT-52-185[1]
RT-40-145/A	RT-46-164EH/P	MT-58-616
RT-40-160/P	RT-46-169	RT-58-185[1]
MT-44-14X/P	RT-50-160/P	MT-70-380

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
155N	1/Unl/P
92N	1/Unl/P

Transfer Cases – 1/Unl/P

MTC-4208	MTC-3111 (T-2111)
MTC-4210	MTC-3116 (T-2111)
MTC-4213	MTC-3124 (T-2119)

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

Transit Bus Typically Is

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 5/300/P&L

FH-946	MFS-12-155
FH-941[1]	MFS-13-155

[1] Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	79163	RS-21-160
RC-23-161	RC-23-162[1]	
71163	RC-23-165[1]	

[1] Commuter coach only – 2/Unl/P&L

Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™[1]	2/100/P&L
ASA[1]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002
MC-16003
FH-946

Center Non-drive Axles – 5/300/P&L

MC-26000
71063
79063

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Contact Meritor regarding specific application approval questions on any product line.

Drivelines – 1/Unl/P

RPL	MXL

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-144A-N	MFS-18-193A-N
FF - 943	MFS-13-143A-N	MFS-20-133A-N
FF - 961	MFS-13-144A-N	MFS-20-135A-N
FF - 966	MFS-14-143A-N	MFS-20-192A-N
FG - 941	MFS-16-122A-N	MFS-20-193A-N
FG - 943	MFS-16-133A-N	MFS-22-135A-N
FL - 941	MFS-16-135A-N	MFS-22H-135A-N
FL - 943	MFS-16-143A-N	MFS-22-193A-N
FN - 951	MFS-18-133A-N	MFS-22H-193A-N
MFS-12-143A-N	MFS-18-135A-N	MON-Z0 FAMILY

Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

Planetary Axles – 1/Unl/P

MOB	MOF	MOS	MOZ
MOC	MOG	MOT	
MOD	MOH	MOX	
MOE	MOR	MOY	

Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

Transfer Cases – 1/Unl/P

MTC-4213	MTC-3116 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3209-GV (MTC-60/380)
MTC-4210	MTC-3118-FV (TC-180 & TC-180-23)	MTC-3206-FV (TC-237)	MTC-3212-CV (315 & 548B)
MTC-4208	MTC-3118-CV (358)	MTC-3206-CS (544)	MTC-3312-FV (TC-270)
MTC-4206-FV (TC-38)	MTC-3120-FV (TC-143)	MTC-3208-GV (RTC-50)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3124 (T-2119)	MTC-3209-GV (RTC-60/420)	MTC-2212-CV (306)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (RTC-60/380)	
MTC-3112-CV (529 & 548C)	MTC-3205-GV (MTC-25/350)	MTC-3209-GV (MTC-60/420)	

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles
King Pin Bushings.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe “rust-jacking.”

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Disc Brake
Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor Heavy Vehicle Systems, LLC warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not branded by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

(6) Disclaimer of Warranty.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies.
In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.
This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

MERITOR

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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor Wabco warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)		
Number of Years	**Mileage (in thousands) Unl=Unlimited**	**P=Parts Only P&L=Parts & Labor**
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter[3]	
Air Compressors (ALL)[2]	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/Unl/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System)[3]	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components[1] (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

[1] ZF and WABCO branded components. [2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. [3] An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter[3]	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve[3]	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

1 ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation[3]
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telebandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injecter Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components[1]	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

[1] ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY “ELECTRONICS”

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/ or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

(3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.

(5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.

(6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.

(8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .

(9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





For further product details contact your distributor or the WABCO Customer Care Center at 855-228-3203.

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and $3.4 billion (WABCO). For more information, visit: **www.wabco-na.com**

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WABCO

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Custom Cab
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship
Command Zone Electronics
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Command Zone control modules shall be free from failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of delivery.**
Warranty Period Ends After:	**Fifty - Four (54) months**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION —** Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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PIERCE MANUFACTURING INC.

BULLETIN

TO: **All Dealer Service Representatives**

From: **Kevin Hanegraaf**

DATE: **January 4, 2010**

RE: **UPF Tank Warranty Policy – Truck in Accident**

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect**. This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The apparatus body shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is $ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of $ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.

2./ Corrosion of the substrate due to paint system failure.

3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.

2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.

3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.

4./ Scratches, chips, abrasions, or dents from any source.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.

Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

(a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;

(b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;

(c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;

(d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and

(e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

(a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or

(b) the repair of such product or part, or

(c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS

F-2891 (04/15/20)

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

One (1) Year Material and Workmanship Foam System & Five (5) Year Material and Workmanship Control Head

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Limited warranty 1 year parts and labor for for the foam system and 5 years parts and labor for the control head.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**One (1) Year & Five (5) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Twelve (12) Year Paint and Corrosion Stainless Steel Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Twelve (12) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies only to the exterior paint. Paint on the vehicle's undercarriage and interior is warranted only under the Pierce Basic One Year Limited Warranty.** **The vehicle must be inspected by a Pierce representative no later than 30 days prior to the third anniversary of the delivery of the vehicle to the original purchaser. Inspection form QSD1162 that details the condition of the painted cab and body is to be completed by the Pierce representative and returned to Pierce.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Bumper to Bumper

Pierce Body - Class H

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years, or 30,000 Miles, or 4,500 Engine Hours**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to aspects of the product that are covered by other Pierce or Supplier warranties. See the applicable specific warranty for details of coverage and exclusions. Such warranties may include, but not be limited to, paint, corrosion, , frame, structure, electronics, pumps, piping, and Goldstar laminates. Where conflicts exist, the coverage and exclusions of the specific warranty shall apply.** **This warranty does not cover normal wear to any parts or components including but not limited to: filters, lubricants, and light bulbs.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Certification Document CD0156
Statement of Compliance to NFPA 1901-2016
Vehicle Stability

Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.





4.13 Vehicle Stability.

4.13.1* Rollover Stability. The apparatus shall meet the criteria defined in 4.13.1.1, or it shall be equipped with a stability control system in accordance with 4.13.1.2.

4.13.1.1 The apparatus shall meet the criteria defined in either of the following:

(1)*The apparatus shall remain stable to 26.5 degrees in both directions when tested on a tilt table in accordance with SAE J2180, *A Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks.*

(2) The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

4.13.1.1.1 Compliance shall be certified by testing, calculating, or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification shall be delivered with the fire apparatus.

4.13.1.1.2 The example apparatus shall be considered substantially similar if it includes a chassis with the same or higher CG height, the same or narrower rear axle track width, the same or greater water tank size and CG height, the same type of front and rear suspension, and the same type and size of aerial device.

4.13.1.1.3 For purposes of 4.13.1.1, the apparatus shall be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance as defined in Table 12.1.2.

4.13.1.1.3.1 If the apparatus is designed to meet a specified higher equipment loading or larger hose bed capacity or to carry additional ground ladders, these greater loads shall be included in the testing, calculating, or measuring.

4.13.1.1.3.2 The weight added to the fire apparatus for the purpose of test, calculation, or measurement shall be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

4.13.1.2 If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

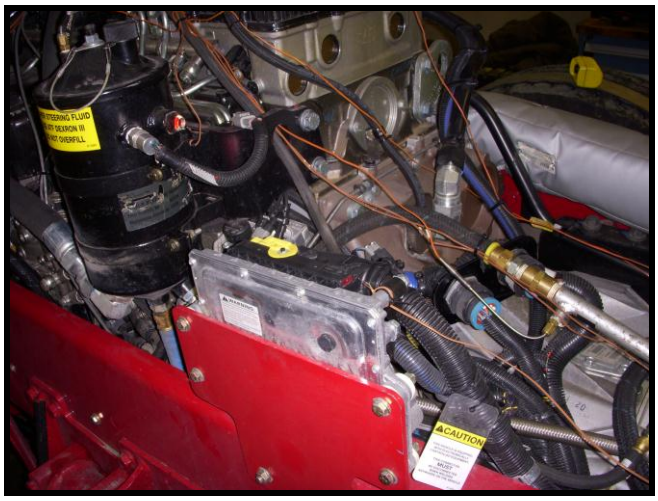
VALIDATION TEST: Multiple Tests

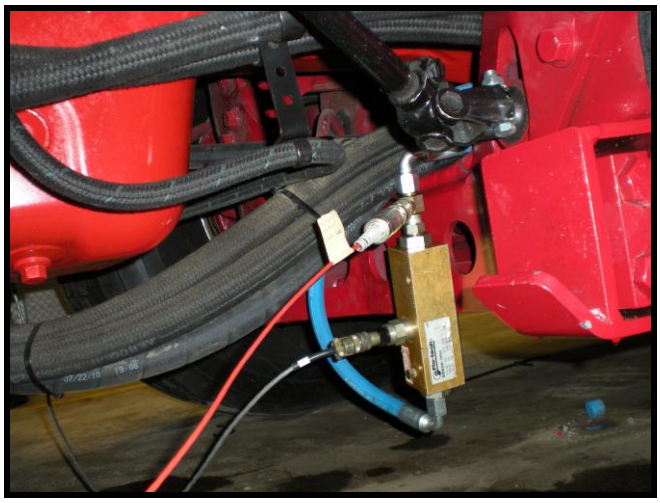
Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 1, 2017

Certification Document CD0098
Power Steering System

Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.





VALIDATION TEST: RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

David W. Archer
Director of Engineering
June 03, 2011

PIERCE MANUFACTURING INC.®

AN OSHKOSH TRUCK CORPORATION® COMPANY

Certification Document CD0190
Velocity® & Impel®
Cab Integrity Certification

Pierce Manufacturing certifies the integrity of the Velocity/Impel cab relative to occupant protection.

A specimen representing the substantial structural configuration of the Velocity and Impel cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

Side Impact: The test cab was subjected to dynamic preload where a 14,320 lb. moving barrier was impacted into the top corner with sufficient speed to impact the top corner of the cab with 13,000 ft-lbs. of energy. This satisfies SAE J2422 requirements.



Roof Crush: This test cab was then subjected to a roof crush force of 100,000 lbs. This value exceeds the ECE 29 criteria, which must be equivalent to the front axle rating. This is 4.5 times higher than max. front axle rating.



Frontal Impact: The test cab was struck by the 13,275 lb moving barrier at a speed sufficient to impart the required 65,200 ft-lbs. of energy.



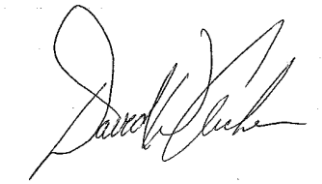
Side Crush: As an additional test of the Velocity/Impel strength, the same test cab was set on its side and loaded to 100,000 lbs. The cab in this test withstood the load without any appreciable damage or occupant space intrusion.



Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised during any of the test loads. The Pierce cab withstood all integrity tests on the same cab without any measurable intrusion into the survival space of the occupant area.

Certified by:

Pierce Manufacturing, Inc.



David W Archer
Vice President of Engineering

Certification Document CD0001
Velocity® & Impel®
Cab Doors

Pierce Manufacturing certifies the integrity of the Velocity® & Impel® cab doors.

Specimens representing the substantial structural configuration of the Velocity and Impel cab front and crew doors have been successfully tested to meet the following objectives:

OBJECTIVES:

- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g's on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

CONCLUSIONS:

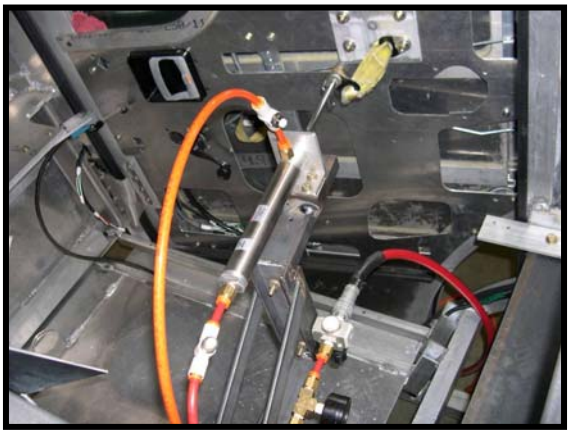
- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 50 g's.

VALIDATION TEST: RD1239, RD1350

Pierce Manufacturing, Inc.



James Roger Lackore, PE
March 16, 2008



Certification Document CD0005
Velocity® & Impel®
Windshield Wiper System

Pierce Manufacturing certifies the integrity of the Velocity® & Impel® Windshield Wiper System.

Specimens representing the configuration of the Velocity® & Impel® windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:

- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:

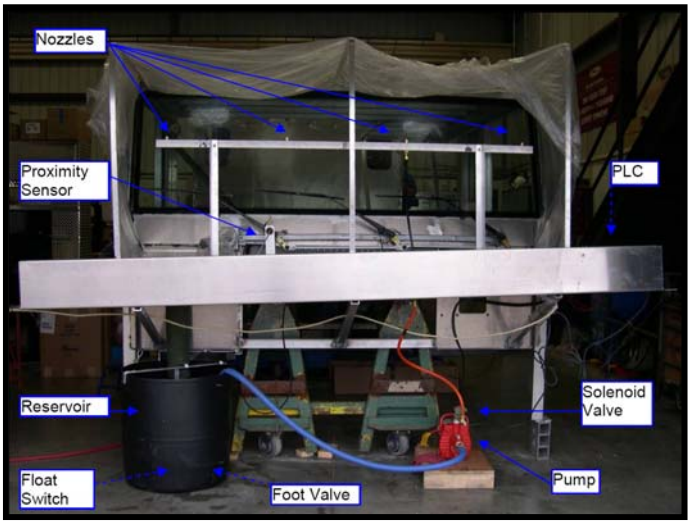
- The wiper linkage, pivots, and mounts successfully completed 4,254,000 cycles.
- The low speed circuit on the wiper motor failed at 2,954,000 cycles but it continued to operate on high speed. The low speed failure was determined to be due to water intrusion. The production wiper motors are coated in “EL-Cast Resin with a 641 hardener additive” to seal them from water intrusion to prevent failure.

VALIDATION TEST: RD1240

Pierce Manufacturing, Inc.



James Roger Lackore, PE
March 16, 2008



Certification Document CD0004
Velocity® & Impel®
Window Regulators

Pierce Manufacturing certifies the integrity of the Velocity® & Impel® window regulators.

Specimens representing the substantial structural configuration of the Velocity® & Impel® window regulators have been successfully tested to meet the following objectives:

OBJECTIVES:

- Electric window regulators withstand 30,000 up-down cycles.

CONCLUSIONS:

- The electric window regulators withstood 30,000 cycles without failure.

VALIDATION TEST: RD1350, RD1368

Pierce Manufacturing, Inc.

WISCONSIN
JAMES R. LACKORE
E-26228
APPLETON, WI
PROFESSIONAL ENGINEER

James Roger Lackore, PE
March 16, 2008



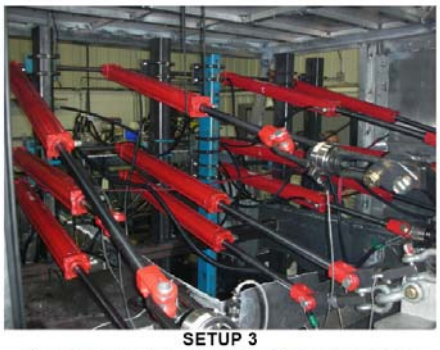
Certification Document CD0018
Velocity® & Impel®
Seats and Seat Belts

Pierce Manufacturing certifies the conformance of the Velocity® & Impel® cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Velocity® & Impel® Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.



SETUP 3

Velocity Test Cab – Hydraulic Cylinder Mounting

VALIDATION TESTS:

RD1274
RD1335
RD1352
RD1405
RD1437
RD1446

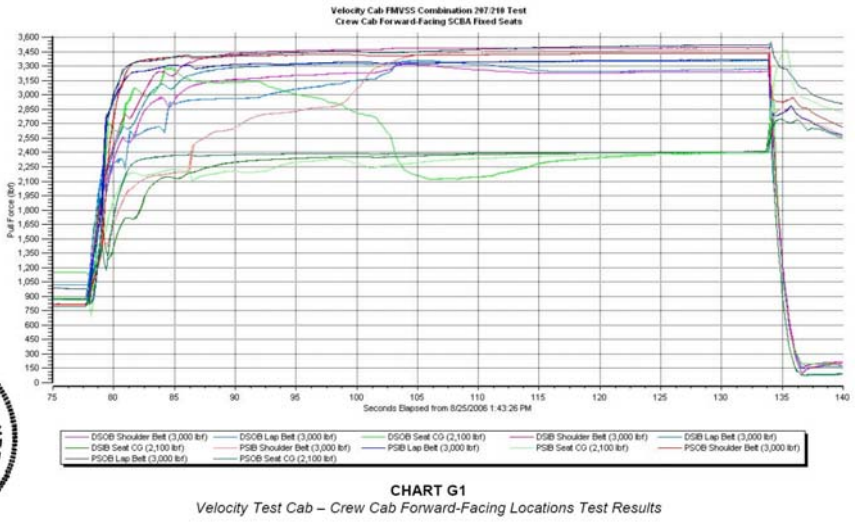


CHART G1

Velocity Test Cab – Crew Cab Forward-Facing Locations Test Results

Pierce Manufacturing, Inc.





James Roger Lackore, PE
June 17, 2008

PIERCE MANUFACTURING INC.®

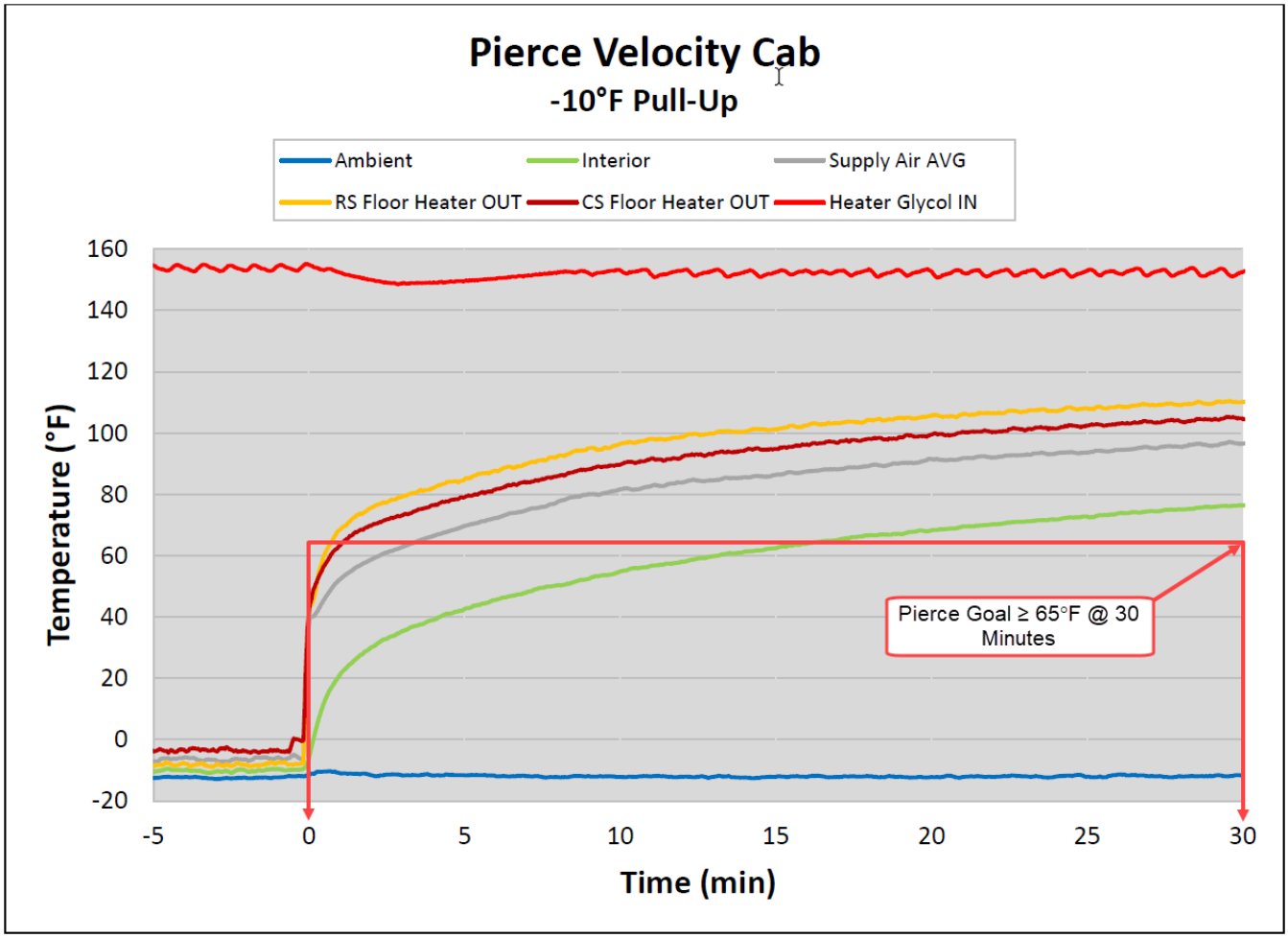
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0166
Velocity® & Impel®
Cab Heater

Pierce Manufacturing certifies the performance of the Velocity® & Impel® cab heat system.

The Velocity® & Impel® Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 86.5º F from -10º F to 75.6º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer, Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0168
Velocity® & Impel®
Air Conditioning & Defrost

Pierce Manufacturing certifies the performance of the Velocity® & Impel® cab air conditioning and defrost system.

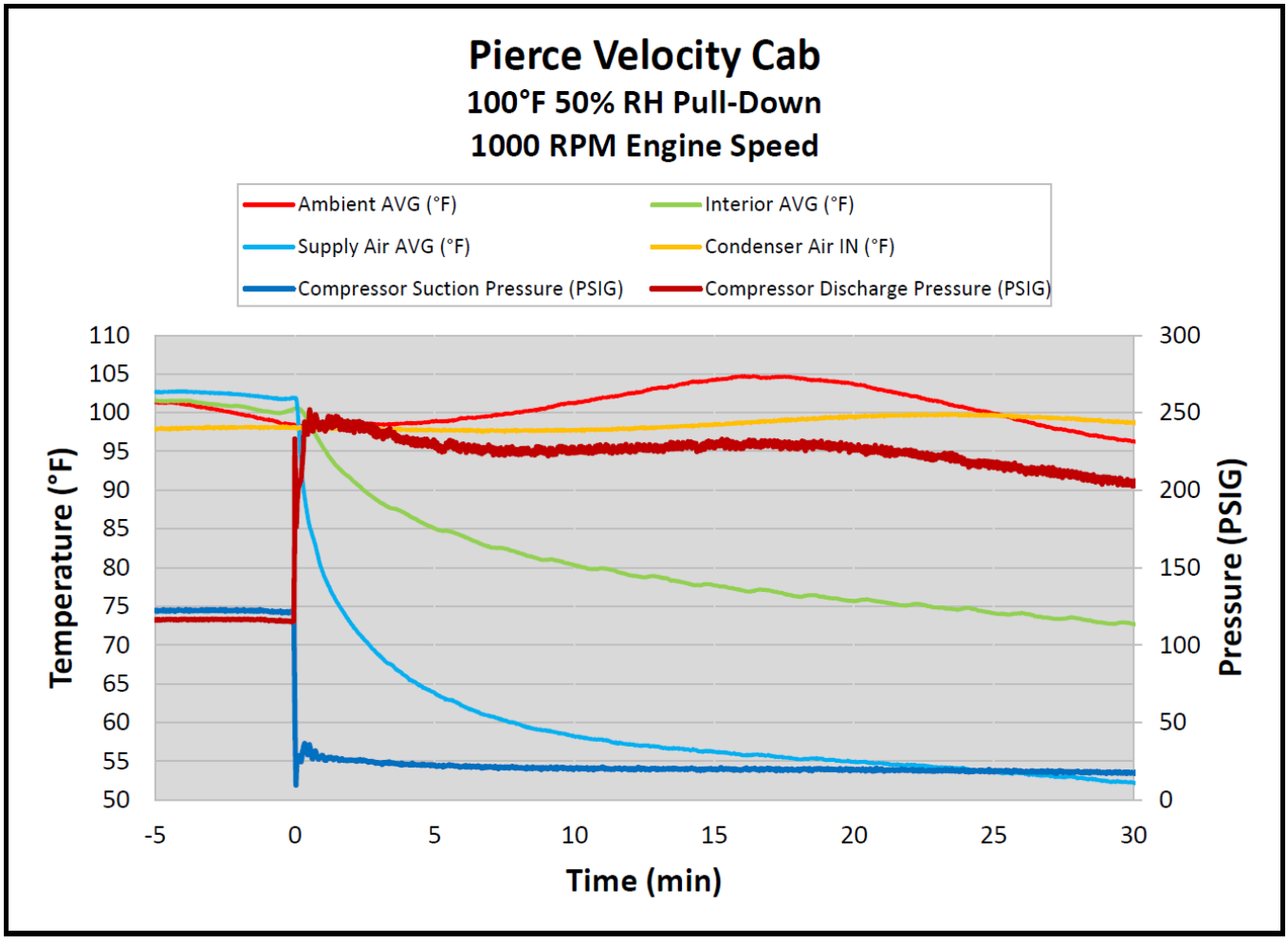
The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. Engine speed was maintained at 1000 rpm with the controls set to maximum cooling.

All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning was turned on.

The average cab temperature dropped to 72.6 º F at the end of the 30-minute test.



Defrosting

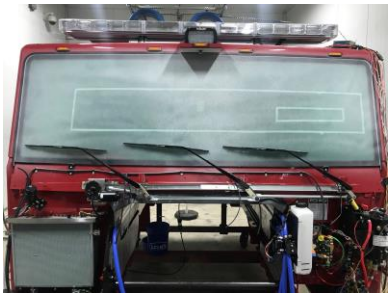
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold-soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared within the specified 30 minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

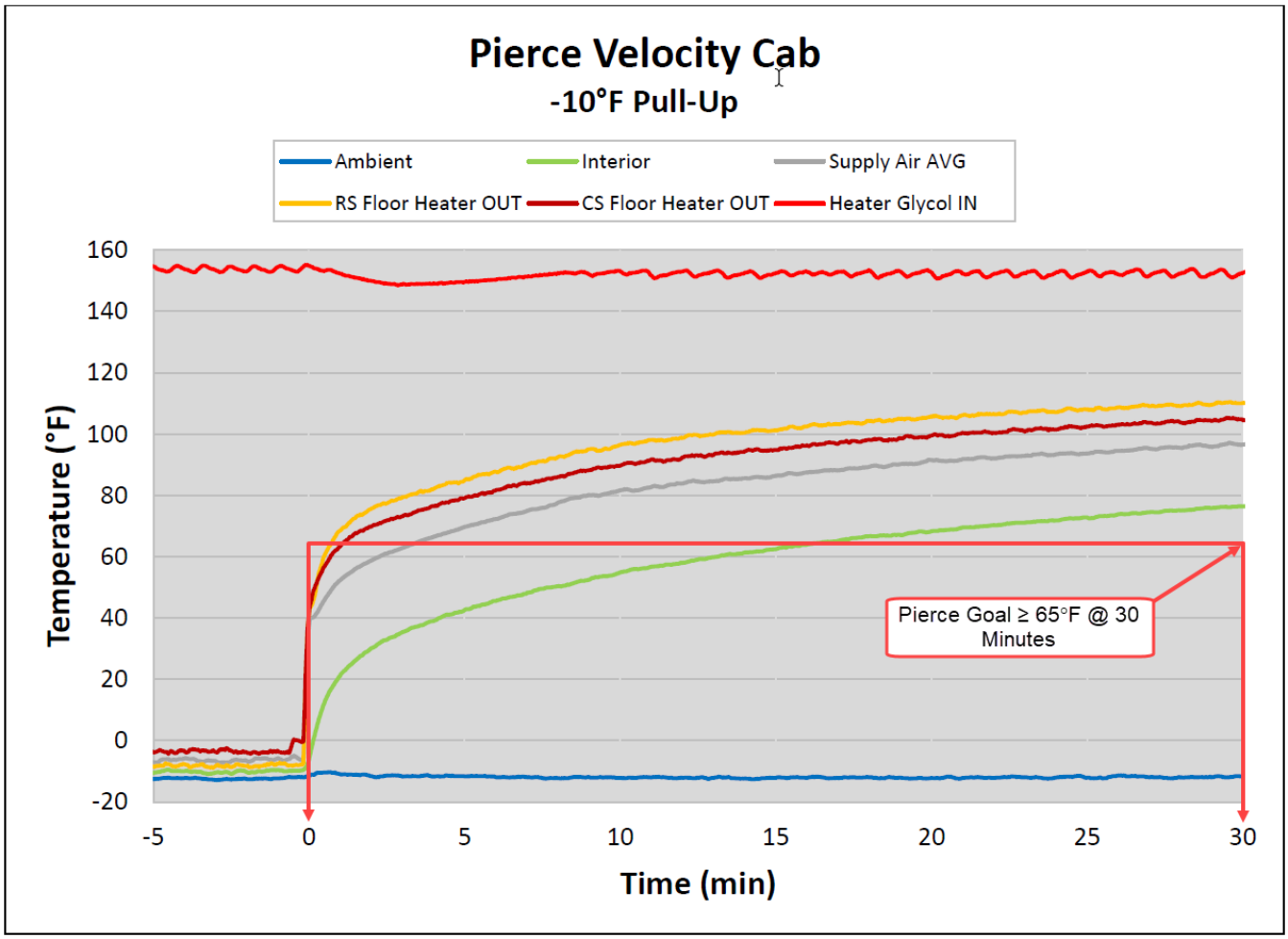
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0176
Velocity® & Impel®
Cab Heater

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Velocity® & Impel® cab heat system.

The Velocity® & Impel® Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 86.5º F from -10º F to 75.6º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer, Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0177
Velocity® & Impel®
Air Conditioning & Defrost

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Velocity® & Impel® cab air conditioning and defrost system.

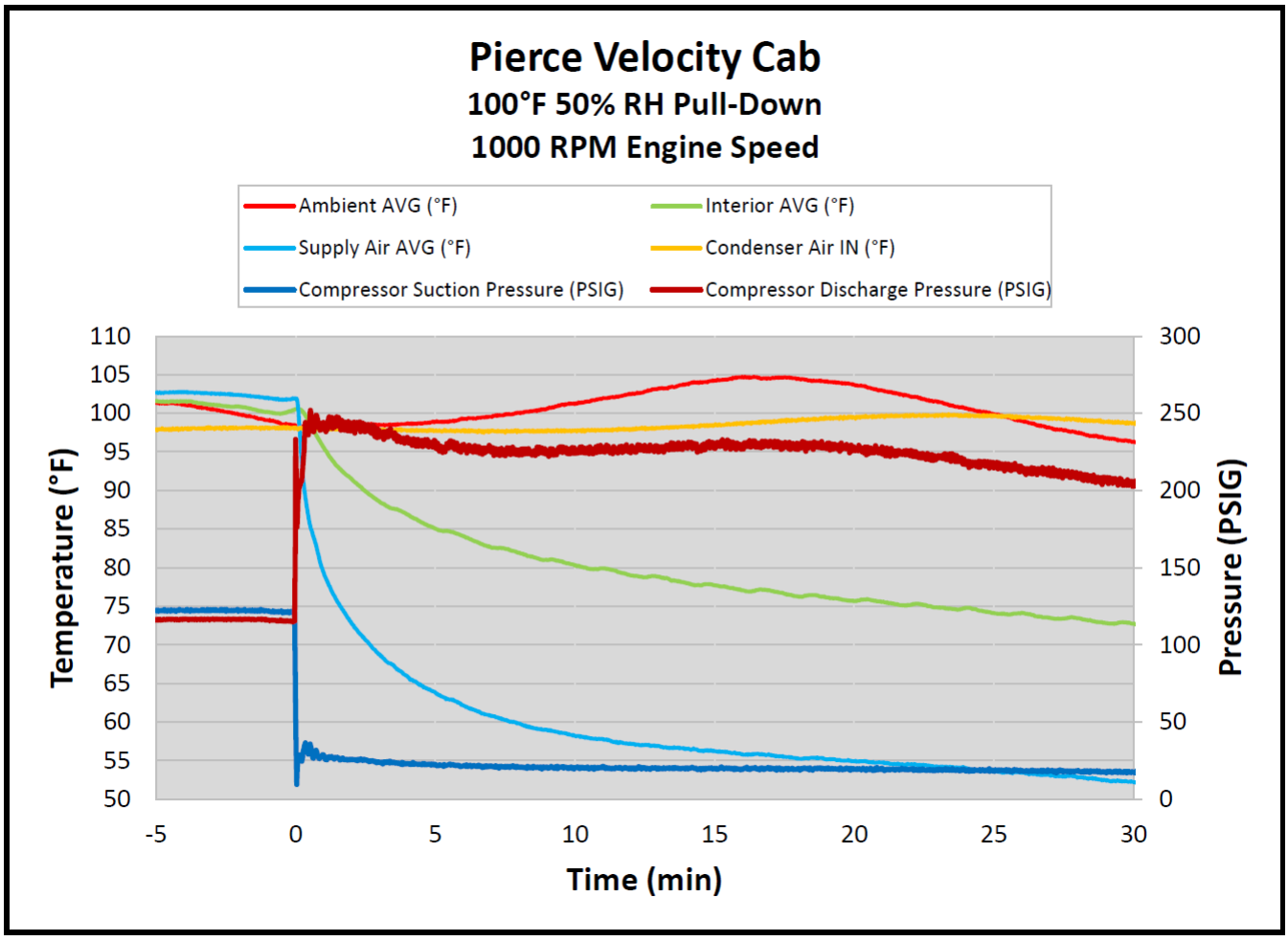
The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:

Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. Engine speed was maintained at 1000 rpm with the controls set to maximum cooling.

All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning was turned on.

The average cab temperature dropped to 72.6 º F at the end of the 30-minute test.



Defrosting

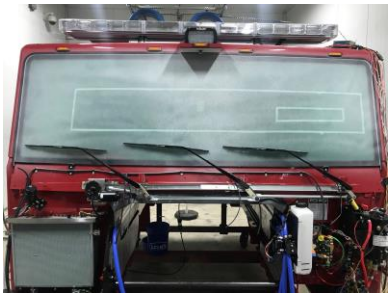
Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold-soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared within the specified 30 minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

Town of Londonderry, New Hampshire

268B Mammoth Road ● Londonderry, NH 03053
(603) 432-1100 ● londonderrynh.gov

ORDER 2026-20

An Order Relative to
AN EXPENDITURE FROM THE FIRE TRUCK CAPITAL RESERVE FUND

***WHEREAS* at the** March 1995 Annual Town Meeting, the Town of Londonderry established the Fire Truck Capital Reserve Fund pursuant to RSA 35:1 for the purpose of purchasing and replacing Fire Trucks; and

WHEREAS the Londonderry Fire department will be receiving two new fire trucks to replace older ones; and

WHEREAS the Londonderry Fire Department is requesting the authorization to withdraw up to $700,000 from this fund to be utilized to replace these trucks and decrease the amount which the town will have to lease (finance).

NOW THEREFORE BE IT ORDERED that the Londonderry Town Council hereby approves the withdrawal request and directs the Town Treasurer to disburse up to $700,000 from the Fire Truck Capital Reserve Fund for the aforementioned items.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 30th day of November 2026.

First Reading: November 30, 2026 Second Reading: N/A

Town of Londonderry, New Hampshire

268B Mammoth Road ● Londonderry, NH 03053

(603) 432-1100 ● londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 11/30/2026
Submitted By: Chief James Young
Department: Fire Department

Contact Information: jyoung@londonderrynhfire.gov
Estimated Discussion Time: 10 minutes
TC OFFICE USE

Agenda Item Title: Approve the Intermunicipal Agreement for Pelham Dispatch Services.

Background and Purpose: Londonderry has provided Fire/EMS dispatch services to Pelham since 2018, with the relationship continuing through successive intermunicipal agreements. The proposed agreement continues 24-hour dispatch services for an additional three years, through FY30. Compared with the current agreement, the term has been shortened from five years to three and the contract amount includes a 4% annual increase. All other provisions of the existing agreement remain unchanged.

Action: Approve the three-year contract to continue providing dispatch services for the Town of Pelham.

Proposed Motion: ***MOVED, that the Londonderry Town Council hereby authorizes the Acting Town Manager to enter into the intermunicipal agreement with the Town of Pelham for dispatch services and to take all actions necessary to effectuate the agreement.***

Attachments: Town of Pelham Dispatch Contract FY 28 to FY 30

AGREEMENT FOR
EMERGENCY DISPATCH SERVICES BETWEEN
THE TOWN OF PELHAM AND THE TOWN OF LONDONDERRY

WHEREAS, a geographic and economic similarity exists between the two towns to maintain Fire/Emergency Medical Dispatch Services; and

WHEREAS, the Town of Londonderry/Londonderry Fire Department (collectively, "Londonderry") desires to provide Fire/Emergency Medical Dispatch Services to the Town of Pelham/Pelham Fire Department (collectively, "Pelham");

WHEREAS, Pelham desires for Londonderry to provide the necessary Fire/Emergency Medical Dispatch Services to Pelham; and

WHEREAS, Chapter 53-A of the New Hampshire Revised Statute Annotated permits towns to enter into agreements to the mutual advantage of two or more communities when the communities will be best served by such mutual cooperation.

THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, Londonderry and Pelham hereby agree to join together in fulfilling their responsibilities imposed by law for providing Fire/Emergency Medical Dispatch Services to their constituencies and citizens and to exercise all powers available to them for acquiring, constructing, financing, managing, and operating a Fire/Emergency Medical Dispatch Center for their needs in accordance with the articles set out below, effective on the date signed by the Londonderry Town Manager and Fire Chief, both duly authorized by a vote of the Londonderry Town Council, and also signed by the Pelham Board of Selectmen and Fire Chief.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. THE AGREEMENT

1.1 The Agreement consists of this executed document and Exhibit A thereto, collectively constituting the entire integrated Agreement between Londonderry and Pelham. The Agreement supersedes all prior negotiations, representations, understandings, or Agreements, either written or oral on the same subject matter. The Agreement shall not be modified or amended except upon written instrument executed by both parties and as approved pursuant to RSA 53-A by the New Hampshire Attorney General.

1.2 Except as expressly stated herein, this Agreement is fully integrated and is to be constructed without reference to other documents, correspondence between parties, circumstances, or practices. This executed document shall take control and take precedence over all terms, conditions and provisions set forth in said attachments and exhibits, if any.

1.3 This Agreement shall be submitted to the New Hampshire Attorney General for approval as required by RSA 53-A:3, V. The Agreement shall become effective upon approval by the Attorney General or the passage of thirty (30) days from submittal to the Attorney

General without notice of disapproval. Notwithstanding that the term of this Agreement is January 1, 2027 to December 31, 2030, except for a claim of breach of the Agreement, which is addressed in section 7 below, either party may terminate the Agreement upon written notice of not less than one hundred eighty (180) days to the party.

2. SCOPE OF SERVICES

2.1 Beginning on the date both parties have signed this Agreement (the "Effective Date") and continuing until June 30, 2030 (the "Initial Term"), unless sooner terminated pursuant to this Agreement, Londonderry shall provide emergency ambulance and fire dispatch services pursuant to the terms and provisions of this Agreement. Londonderry shall conduct all necessary due diligence and exercise such necessary control to ensure that the work is provided pursuant to state and local guidelines and within professional methods.

2.2 Londonderry agrees to furnish full-time, twenty-four-hour emergency dispatch services to Pelham throughout the term of the Agreement.

2.3 Londonderry shall utilize the dispatch radio and equipment presently in place at the Londonderry Dispatch Center and other equipment as may be needed by the dispatch center, which is owned by Londonderry. Londonderry shall be solely responsible for the cost of replacement and additional equipment, as necessary.

2.4 Pelham shall utilize the dispatch and radio equipment presently in service and being used by Pelham, which is owned by Pelham. Pelham shall be solely responsible for the cost of replacement and additional equipment, as necessary. Pelham shall be solely responsible for rectifying coverage deficiencies in Pelham and for purchasing and installing such equipment and software as may be necessary to reach and integrate with Londonderry.

2.5 Londonderry shall provide at least one (1) trained Fire/EMS dispatcher for the reception of and the transmittal of all emergency calls on a continuous basis. The Londonderry Fire Alarm/Communications Center shall provide contingency services and planning in the event that there is a disruption of services so that there will be no interruptions in continuous service.

2.6 Londonderry maintains sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Londonderry Fire Alarm/Communications Center. If Pelham has a concern about any member of Londonderry's personnel, the Pelham Fire Chief shall bring the concern to the attention of the Londonderry Fire Chief and/or his designee.

2.7 Pelham shall notify and supply Londonderry with all updates of new roads, town maps, subdivisions, developments and other changes that would impact Londonderry's ability to timely perform its obligations under this agreement. Londonderry shall then update its Red Alert Software (or comparable system as then used by the department) in order to maintain all directories, maps, alarm response plans, personnel rosters, and Town information supplied by Pelham, to effectively provide dispatching services. Pelham shall indemnify

and hold harmless Londonderry from any claims, causes of action or damages of any kind that relate to Pelham's failure to timely provide necessary information to Londonderry.

2.8 Londonderry adheres to current, best practices and standards for dispatching. However, it is acknowledged that dispatching terminology and customs differ from department to department. As Londonderry currently provides dispatching services to other communities, Pelham agrees to make reasonable modifications to its practices in order to conform to Londonderry's customs and practices for dispatching calls.

2.9 This agreement shall automatically extend for three (3) additional terms of one (1) year each ("Renewal Terms"), unless Pelham provides written notice of the intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as the case may be.

2.10 Any upgrades to computer security infrastructure the need for which arises, in Londonderry's reasonable judgment, during the term of this agreement will be split between Pelham and Londonderry, provided, however, that neither party's share of such upgrades shall exceed $5,000 cumulatively during the Initial Term and any Renewal Terms without the written consent of both parties.

3. COMPENSATION

3.1 There shall be two billings per year. Londonderry shall invoice Pelham within thirty (30) days after effective date, and then annually on or around January 1st if this agreement is renewed, as follows:

TERM	ANNUAL PAYMENT
Year – 1 (July 1, 2027-June 30, 2028)	$ 99,306.29
Year – 2 (July 1, 2028-June 30, 2029)	$ 103,278.54
Year – 3 (July 1, 2029-June 30, 2030)	$ 107,409.68

3.2 Pelham shall pay Londonderry's invoice within thirty (30) days of the invoice date, provided that this agreement is not cancelled as herein specifically permitted during its term. In the event of such cancellation, payment due shall be prorated to the date of termination and no further payments shall be due and period after the date of termination.

3.3 The cost of purchasing, installing, and carrying any paging systems and/or Red Alert systems presented to Pelham as optional in Londonderry's proposal are in addition to the annual contract amounts in 3.1.

3.4 All payments shall be sent to:

Town of Londonderry
Director of Finance
268 Mammoth Road
Londonderry, NH 03053

3.5 All other correspondence and notices shall be sent to:

Fire Chief
Londonderry Fire Department
280 Mammoth Road
Londonderry, NH 03053

3.6 Pelham agrees to bear any and all costs associated with start-up costs, telephone line(s), and telephone and IT service(s) associated with receiving dispatch services from Londonderry. Any new equipment, materials and/or services shall be compatible with the existing Londonderry Fire Alarm/Communications Center equipment. Any equipment supplied to the Londonderry Fire Alarm/Communications Center for use in dispatching to Pelham shall remain the property of Pelham and returned at the end of the Agreement term unless another mutually acceptable arrangement is agreed to. The parties shall develop an equipment list, Exhibit A, which shall be updated as equipment is replaced or added.

4. BOOKS AND RECORDS

4.1 Londonderry will maintain or cause to be maintained all records, books, or other documents relative to all changes or any other matter involving its performance of the Agreement or demand for compensation from Pelham for a period not less than three (3) years from the date of final payment for equipment and services performed under this Agreement.

5. INSURANCE

5.1 Each party shall secure and maintain Liability Coverage for the duration of this Agreement. Each party shall be solely responsible for its costs for the liability coverage.

5.2 Each party shall have Certificates of Coverage for Coverage for Public Entity Liability and Automobile Liability. Each party shall be solely responsible for its costs for the public entity liability and automobile liability coverage.

5.3 Each party shall maintain workers' compensation insurance required under New Hampshire Law. Each party shall be solely responsible for its costs for workers' compensation insurance.

5.4 Proof of coverage shall be supplied upon request of either party.

6. MISCELLANEOUS AND LIMITATIONS

6.1 Except as permitted under this Agreement, Londonderry shall not reduce any portion of its services under this Agreement without Pelham's express, prior written consent. Notwithstanding the foregoing, Londonderry shall not be responsible for service disruptions outside its reasonable control, provided it timely notifies Pelham of the same and works diligently to resolve such disruptions.

6.2 With the exception of updating any Pelham equipment lists prepared in conjunction with Section 3.6 above, this Agreement may be amended only pursuant to a written amendment executed by Londonderry and Pelham.

6.3 Both towns agree to form a dispatch committee comprised of the Londonderry Fire Chief or his/her designee, and the Pelham Fire Chief or his/her designee. The committee shall have the responsibility of recommending to the Londonderry Fire Chief dispatch methods, procedures, information, records, and equipment necessary for providing the dispatch services covered under this agreement. The committee shall meet at least semi-annually at a mutual time, and from time to time as necessary. Adoption, modification or rejection of the committee's recommendations shall be solely in the discretion of the Londonderry Fire Chief.

7. BREACH OF AGREEMENT AND OPPORTUNITY TO CURE

7.1 In the event of a claim of a material breach of the Agreement, Pelham may send written notice to Londonderry of its intention to terminate the Agreement. Unless the breach is cured as set forth in this section 7.1, the termination shall be effective one hundred twenty (120) calendar days after the date of the notice. For the purposes of this section 7.1, all terms of the Agreement are deemed to be material. Once notified, Londonderry shall have fifteen (15) calendar days to commence to cure such material breach. If Londonderry has not commenced to cure such material breach within fifteen (15) calendar days, Pelham may, upon sending a second written notice, terminate the Agreement, and the fee due to Londonderry shall be prorated to the date of the original written notice of material breach.

7.2 In the event of a claim of a material breach of the Agreement, Londonderry may send written notice to Pelham of its intention to terminate the Agreement. Unless the breach is cured as set forth in this section 7.2, the termination shall be effective one hundred twenty (120) calendar days after the date of the notice. For the purposes of this section 7.2, all terms of the Agreement are deemed to be material. Once notified, Pelham shall have fifteen (15) calendar days to cure such material breach. If Pelham has not cured such material breach within fifteen (15) calendar days, Londonderry may, upon sending a second written notice, terminate the Agreement, and the fee due to Londonderry shall be prorated to the date of the original written notice of material breach.

7.3 The parties shall have the right to renew this Agreement for such additional periods and upon such additional terms as they agree. Negotiations for such renewal shall begin as early as possible in the last year of this Agreement, no later than July 1.

8. GOVERNING LAWS

8.1 This Agreement, including any amendments pursuant to section 6.2 above, shall be governed by and interpreted pursuant to the laws of the State of New Hampshire. The Rockingham County Superior Court shall be the exclusive forum for jurisdiction and venue

over any claims related to the Agreement, and all parties expressly consent to jurisdiction and venue thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written.

LONDONDERRY TOWN MANAGER, duly authorized by vote of the Londonderry Town Council to sign on behalf of Londonderry:

Kim Alan Bernard	Date	Witness

FIRE CHIEF, duly authorized to sign on behalf of Londonderry:

James R. Young Jr.	Date	Witness

SELECTMEN, TOWN OF PELHAM, duly authorized to sign on behalf of Pelham:

	Date	Witness
	Date	Witness
	Date	Witness

FIRE CHIEF, duly authorized to sign on behalf of Pelham:

Daniel Newman	Date	Witness

EXHIBIT A

Exhibit A represents equipment owned by the Town of Pelham that has been incorporated into the Town of Londonderry Fire Department's communications system, at any of its locations or tower sites, and remains the property of the Town of Pelham. Upon termination of this contract, the listed equipment will be returned to the Town of Pelham.

Equipment	Location of Equipment
APX Consolette Dual 700/CTH0138	LFD/Nelson Road
APX Consolette Dual 700/CTH0138	LFD/Nelson Road
Microwave System	Nelson Road

Town of Londonderry, New Hampshire

268B Mammoth Road ● Londonderry, NH 03053

(603) 432-1100 ● londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 11/16/2026
Submitted By: ASD Kirsten Hildonen / RD Doug Cole
Department: Recreation

Contact Information: dcole@londonderrynh.gov
Estimated Discussion Time: 5 minutes
TC OFFICE USE

Agenda Item Title: Discuss & schedule a public hearing to amend the Town of Londonderry Recreation Ordinances.

Background and Purpose: This Ordinance consolidates the Town's existing regulations governing parks, recreation facilities, the Town Common, and sanctioned recreation groups into a single, reorganized Chapter 130, Parks and Recreation Facilities. The proposed chapter incorporates the provisions currently contained in Title I Chapters XXII, XXIII, and XXVIII, while updating terminology, clarifying departmental responsibilities, identifying the facilities covered by the ordinance, and aligning the regulations with current Town policies and practices.

While the change from three separate Chapters to a single one is significant, the resulting Chapter 130 has only the following substantive changes from the three originals:

-An expanded description of the purpose and scope of the Ordinance
-More robust and thorough definitions
-The Recreation Department is identified as the primary entities responsible for park & recreation facilities and the policies governing them
-Service animals are explicitly exempted from the policy prohibiting dogs from the athletic fields
-The exemptions to the sanctioning process were rewritten
-The Town Common reservation process is specifically delegated to the Recreation Department
-Vehicles are prohibited from the Town Common without the express permission of the DPW Director
-Fees are permitted for use of the Town Common when the use restricts the access of the general public

Action: Schedule a public hearing on Chapter 130 Parks and Recreation Facilities.

Proposed Motion: ***MOVED, that the Town Council of the Town of Londonderry hereby schedules a public hearing on Monday, December 7, 2026 at 7 p.m. in the Moose Hill Chambers of the Londonderry Town Hall on Chapter 130 Parks and Recreation Facilities.***

Attachments: Chapter 130 Parks and Recreation Facilities

Town of Londonderry, New Hampshire

General Code – Chapter 130 Parks and Recreation Facilities

SECTION 130.1 – PURPOSE, SCOPE, AND AUTHORITY.

A. **Purpose**. The purpose of this article shall be to preserve the public peace and good order on lands operated as public parks and recreation facilities by the Town of Londonderry and to contribute to the safety and enjoyment of the users of such lands by regulating the hours of use and by prohibiting certain activities inimical to customary park recreation use. Any facility rules in addition to those set forth herein shall be posted on the property.

B. **Scope.** The parks and recreation facilities (hereafter known collectively as "parks") covered by this chapter include Continental Park and Psaledas Park (collectively called the West Road Soccer Fields); the LAFA Fields at Campo Complex; the Town tennis courts on Sargent Road; Funway Playground; the Town basketball courts on Sargent Road; Nelson Field; all other Town-owned lands abutting Sargent Road; the Londonderry Town Common excluding the Town Forest; the Meetinghouse Lawn and Pavilion; and all other recreation areas under the control, supervision, and jurisdiction of the Recreation Department of the Town of Londonderry.

C. **Authority.** This chapter is developed in accordance with NH RSA 35-B and shall be known as the "Recreation Ordinance" for the Town of Londonderry, New Hampshire.

SECTION 130.2 – DEFINITIONS.

As used in this chapter, the following terms shall have the following meanings:

ALCOHOLIC BEVERAGE
Shall have the same meaning as "beverage" as defined in RSA 175:1.

CONTROLLED DRUGS
Shall have the same meaning as defined in RSA 318-B.

DIRECTOR
The Director of the Recreation Department of the Town of Londonderry or his / her duly authorized agent.

PARKS
The grounds, buildings thereon, waters therein and any other property necessary for the operation thereof and constituting a part thereof which are now or

hereafter maintained, operated and controlled by the Town of Londonderry for public recreation purposes. Such areas shall include but not be limited to athletic fields, playgrounds, community parks, skateboard park and other areas used for recreation purposes.

PERSON

Any person, firm, partnership, association, corporation, company or organization of any kind.

VEHICLE

Every device in, upon or by which a person or property is or may be transported. "Vehicle" shall include but not be limited to automobiles, motorcycles, minibikes, bicycles, electric bicycles, snowmobiles, mopeds, trucks, jeeps, trail bikes, scooters, segways, all-terrain vehicles (ATVs) and skateboards. This definition does not include devices needed to assist disabled persons.

SECTION 130.3 – GOVERNANCE

A. The Recreation Department shall recommend that the Town Council acquire land within its jurisdiction by gift, purchase or lease, for a public recreation and park area and may prepare, equip, and maintain said land for said purpose.

B. Other than as set forth in this Chapter, the Recreation Department shall recommend such rules as deemed necessary for the use, care and maintenance of all parks to the Town Council for approval.

SECTION 130.4 – PROHIBITIONS

A. It is unlawful in any manner to tease, annoy, disturb, molest, catch, injure or kill, or to throw any stone or missile of any kind at, or strike with any stick or weapon, any animal, bird, fowl, or fish; or to feed any fowl, except at areas designated by the Recreation Department, in any park.

B. It is unlawful to practice or play golf, baseball, archery, hockey, tennis, or other games of like character except at places set apart for such purposes by the Recreation Department. It is unlawful to throw or propel any missile or other object where such activity may be hazardous to others.

C. It is unlawful to throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk, or advertising matter in any park or to deposit any such material therein, except in designated receptacles.

D. It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any

park, except by permission of the Recreation Department.

E. Upon acceptance of this Chapter, all parks and playgrounds in the Town of Londonderry shall be closed to the public from 10:00 p.m. until 7:00 p.m. unless such public is attending a Recreation Program sponsored by or authorized by the Town, or by express, written consent of the Recreation Department or Town Manager.

F. Use of off-road vehicles of any kind, including but not limited to snowmobiles, three and four wheeled OHVs, or other such motorized vehicles, is prohibited at all parks unless such activity is authorized by the Recreation Department for a specific event.

G. Use of bicycles or other wheeled vehicles other than skateboards shall be prohibited from all basketball and tennis courts of the community.

H. The use and / or consumption of tobacco products or controlled drugs is prohibited at all times on all park grounds. No person shall consume or possess any alcoholic liquor or beverages, as defined by RSA 175:1, in any park within the Town limits, except when express, written consent shall be given by the Town Manager.

I. The use of profanity in any form, verbal or sign, is discouraged.

J. It is unlawful for the owners or caretakers of any animal brought to any park to allow the animal to foul the premises. Owners shall promptly remove any such material immediately and place it in the nearest receptacle.

K. It is unlawful for the owner or caretaker of any dog to allow said dog on Nelson Field, the LAFA Fields at Campo Complex, and the West Road Soccer Fields when children are present or organized activities are scheduled. This prohibition does not apply to service animals as defined by NH RSA 167-D and Title III of the Americans with Disabilities Act.

L. No person shall sit or stand upon the back or stand upon the seat of any municipally owned bench. No person shall continue to sit, stand, or lounge in the area immediately adjacent to any municipally owned bench after having been requested to move on by any law enforcement officer, and at no time after such a request is made, return and sit, stand or lounge in the area immediately adjacent to any municipally owned bench.

M. No bicycle, scooter or skateboard shall be left unattended on any sidewalk in any park of the Town in any way that impedes or endangers pedestrians.

SECTION 130.5 – VIOLATIONS

A. Anyone concerned in the violation of this Chapter, whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such offense is and shall be principal under the terms of the Chapter and shall be proceeded against and prosecuted as such.

B. In the event that any law enforcement officer of the Town of Londonderry observes any minor child operating a bicycle, scooter, skateboard, or roller skates in violation of this Chapter, the law enforcement officer may confiscate the bicycle, scooter, skateboard, or roller skates operated by said minor child and shall return the bicycle, scooter, skateboard, or roller skates only to the said minor's parents or guardian.

C. The law enforcement officer shall be authorized to confiscate a bicycle, scooter, skateboard, or roller skates under the provisions of this Chapter whether or not he or she issues a citation for violations of this Chapter.

SECTION 130.6 – PENALTY

A. Any person found in violation of this Chapter, shall be guilty of a misdemeanor, and subject to penalties as provided in RSA 676:17.

B. Any person found guilty of damage to any part of a park or recreational facility, including the defacement of any building or equipment by the placement of graffiti, shall be required to clean off the graffiti by approved means, or make full restitution of the damaged facility or equipment.

SECTION 130.7 – APPROVAL OF SANCTIONED RECREATION GROUPS

A. **Purpose.** The Town of Londonderry owns and manages many recreational facilities; however, the Town does not operate recreational leagues. Youth and adult programs are organized and managed by various non-profit groups. To ensure that Town facilities are utilized in a safe manner for the benefit of Town residents, the Town Council has adopted the following guidelines when recognizing a Sanctioned Recreation Group (hereafter referred to as "Group").

B. **Application.**

1. All groups looking to be sanctioned must apply with the Recreation Commission. All applications and recommendations of the Committee will be forwarded to the Town Council for consideration.

2. Recognition by the Recreation Commission does not guarantee exclusivity to times or locations of any facility.
3. Upon approval of a Group by the Town Council, that Group is eligible to utilize Town recreation facilities pursuant to the use and scheduling policies and practices as promulgated by the Recreation Department.

C. **Eligibility Criteria.** In order to be considered eligible for approval as a Sanctioned Recreation Group, the following guidelines shall be met:

1. A minimum of 60% of the participants are residents of Londonderry and all programs will be available to all age-appropriate Londonderry residents. The participation ratio applies to all players that play within the organization.
2. A majority of the coaches / supervisors are residents of Londonderry.
3. The governing body consists of Londonderry residents.
4. In recognition of the limited availability of facilities and the desire to avoid scheduling conflicts, all Groups must demonstrate that the program offering is new or unique to the Town, and if not, the justification for starting a similar program.
5. All Groups must demonstrate that the program is not temporary but is designed to continue to provide recreational opportunities for an indefinite period.
6. All Groups must demonstrate that the program has been well-planned and will be properly supervised, as set forth in the Group's Articles of Agreement (if a fundraising group), By-Laws and Code of Conduct. The charters of each organization should clearly reflect the goals of the Group and should mirror the charter granted by the Town Council. Each organization must adhere to the guidelines of the Resolutions approved by the Town Council.
7. All Groups must demonstrate that they have the proper framework for leadership, and that the coaches / supervisors will provide this leadership.
8. All Groups must demonstrate that the group is non-profit and does not have any outstanding obligations to the Town and has the ability to financially support the Group's activities.
9. All Groups must comply with all the rules set forth by the Recreation Department regarding the usage of facilities. No changes can be made to the use of fields without the prior approval of the Recreation Department.
10. The facilities exist to accommodate the new activity.
11. Once sanctioned, all Groups must comply with all of the rules set forth within this eligibility criteria section.
12. Groups may enter into non-financial partnerships with other outside groups for use of the facilities in order to better promote their sport and improve the quality of the development of the Londonderry players. "Non-financial partnership" means that neither organization directly or indirectly receives monetary compensation from the other organization for any purpose. All facility use and partnerships will be arranged and managed by the Group, with approval from the Recreation Department.

D. **Fundraising Groups.** In addition to meeting the Eligibility Requirements as set forth in § 130.7(C), Groups which seek donations and / or financial assistance to support their activities shall be required to meet the following requirements:

1. Any fundraising Group has been registered as a Volunteer Corporation with the New Hampshire Secretary of State, in accordance with RSA 292, and remains in good standing.
2. As part of the sanctioning process and on an annual basis thereafter, all fundraising Groups must submit updated, current versions of the following documents to the Recreation Department:
    a. Articles of Agreement
    b. By-Laws
    c. Code of Conduct
    d. IRS filings (if applicable)
    e. Any State of New Hampshire filings with the Secretary of State and / or Attorney General's office and the Charitable Trust Division
    f. Current board of directors with contact information (title, name, address, phone number and e-mail)
    g. Proof of insurance
    h. Membership / enrollment total broken down by municipality

E. **Independent Groups.** As part of the sanctioning process and on an annual basis thereafter, all non-fundraising, independent Groups must submit updated, current versions of all documents listed in § 130.7(D)(2) to the Recreation Department, except for Articles of Agreement.

F. **Exemptions to the Sanctioning Process.**

1. Organizations operated by the Town of Londonderry and the Londonderry School District do not need to be sanctioned to use recreational facilities.
2. Open, pick-up style adult activities held on an occasional, space-available basis are considered normal recreational use and do not require sanctioning.
3. One-time or periodic usage of recreational facilities by for-profit or non-resident organizations, or reservations for the exclusive use of recreational facilities by a person or persons, are arranged through the Recreation Department in accordance with the applicable Facility Use Policy and the Master Fee Schedule.

SECTION 130.8 – TOWN COMMON

A. **Supervision.**

1. The Londonderry Town Common shall be under the supervision of the Town Manager with advice and recommendations from the Historic District Commission, Conservation Commission, Recreation Department, Department of Public Works, and Town Council.
2. All prohibitions in § 130.6 apply to the Town Common. The Town Manager shall make such additional rules and regulations for use and care as he or she may deem appropriate, subject to the approval of the Town Council.
3. Absolutely no vehicles are allowed on the Town Common at any point in time without the prior approval of the Director of Public Works or his or her designee.

B. **Authorization for Use.**

1. The Town Manager, as authorized by the Town Charter, shall coordinate the use of the Town Common by the public and other such public entities who may request such use in writing. The Recreation Department shall maintain the calendar of such reservations and manage all reservations in accordance with the applicable Facility Use Policy.
2. Authorization by the Town Manager for the use of the Town Common shall contain the provisos of care, clean-up, and notification to the Londonderry Fire and Police Departments of the date and time of its use.
3. Fees shall be only charged for the use of the Town Common in accordance with the Master Fee Schedule when such use would preclude regular access to the Common by the general population; however, even absent a fee, liability for damages or clean-up to the Town Common shall be borne by the person or public entity responsible and shall be billed accordingly.

LEGISLATIVE HISTORY

Originally adopted by the Londonderry Town Council on December 7, 2026

CHAPTER XXII - LONDONDERRY TOWN COMMON

SECTION I SUPERVISION

A. The Londonderry Town Common shall be under the supervision of the Town Manager with advice and recommendations from the Historic District Commission, Conservation Commission, Recreation Department, Department of Public Works, and Town Council.

B. All prohibitions in § 130.6 apply to the Town Common. The Town Manager shall make such additional rules and regulations for use and care as he or she may deem appropriate, subject to the approval of the Town Council.

C. Absolutely no vehicles are allowed on the Town Common at any point in time without the prior approval of the Director of Public Works or his or her designee.

SECTION II AUTHORIZATION FOR USE

A. The Town Manager, as authorized by the Town Charter, shall coordinate the use of the Town Common by the public and other such public entities who may request such use in writing. The Recreation Department shall maintain the calendar of such reservations and manage all reservations in accordance with the applicable Facility Use Policy.

B. Authorization by the Town Manager for the use of the Town Common shall contain the provisos of care, clean-up, and notification to the Londonderry Fire and Police Departments of the date and time of its use.

C. Fees shall only be charged for the use of the Town Common in accordance with the Master Fee Schedule when such use would preclude regular access to the Common by the general population; however, even absent a fee, liability for damages or clean-up to the Town Common shall be borne by the person or public entity responsible and shall be billed accordingly.

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CHAPTER XXIII - PARKS AND RECREATION FACILITIES

SECTION I – PURPOSE, SCOPE, AND AUTHORITY

A. Purpose. The purpose of this article shall be to preserve the public peace and good order on lands operated as public parks and recreation facilities by the Town of Londonderry and to contribute to the safety and enjoyment of the users of such lands by regulating the hours of use and by prohibiting certain activities inimical to customary park recreation use. Any facility rules in addition to those set forth herein shall be posted on the property.

B. Scope. The parks and recreation facilities (hereafter known collectively as "parks") covered by this chapter include Continental Park and Psaledas Park (collectively called the West Road Soccer Fields); the LAFA Fields at Campo Complex; the Town tennis courts on Sargent Road; Funway Playground; the Town basketball courts on Sargent Road; Nelson Field; all other Town-owned lands abutting Sargent Road; the Londonderry Town Common excluding the Town Forest; the Meetinghouse Lawn and Pavilion; and all other recreation areas under the control, supervision, and jurisdiction of the Recreation Department of the Town of Londonderry.

C. Authority. This chapter is developed in accordance with NH RSA 35-B and shall be known as the "Recreation Ordinance" for the Town of Londonderry, New Hampshire.

SECTION II - DEFINITIONS

As used in this chapter, the following terms shall have the following meanings:

ALCOHOLIC BEVERAGE Shall have the same meaning as "beverage" as defined in RSA 175:1.

CONTROLLED DRUGS Shall have the same meaning as defined in RSA 318-B.

DIRECTOR The Director of the Recreation Department of the Town of Londonderry or his / her duly authorized agent.

PARKS The grounds, buildings thereon, waters therein and any other property necessary for the operation thereof and constituting a part thereof which are now or hereafter maintained, operated and controlled by the Town of Londonderry for public recreation purposes. Such areas shall include but not be limited to athletic fields, playgrounds, community parks, skateboard park and other areas used for recreation purposes.

PERSON Any person, firm, partnership, association, corporation, company or organization of any kind.

VEHICLE Every device in, upon or by which a person or property is or may be transported. "Vehicle" shall include but not be limited to automobiles, motorcycles, minibikes, bicycles, electric bicycles, snowmobiles, mopeds, trucks, jeeps, trail bikes, scooters, segways, all-terrain vehicles (ATVs) and skateboards. This definition does not

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Deleted: <#>The Recreation Division has authority over parks, play and recreation grounds and facilities. It adopts rules as specified in Section III. Failure to comply with any such rule or regulation shall be deemed to be a violation of this Chapter.¶
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Deleted: terms herein used, unless clearly contrary to or inconsistent with the context in which used, shall be construed as follows:
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include devices needed to assist disabled persons.

SECTION III - GOVERNANCE

A. The Recreation Department shall recommend that the Town Council acquire land within its jurisdiction by gift, purchase or lease, for a public recreation and park area and may prepare, equip, and maintain said land for said purpose.

B. Other than as set forth in this Chapter, the Recreation Department shall recommend such rules as deemed necessary for the use, care and maintenance of all parks to the Town Council for approval.

SECTION IV - PROHIBITIONS

A. It is unlawful in any manner to tease, annoy, disturb, molest, catch, injure or kill, or to throw any stone or missile of any kind at, or strike with any stick or weapon, any animal, bird, fowl, or fish; or to feed any fowl, except at areas designated by the Recreation Department, in any park.
B. It is unlawful to practice or play golf, baseball, archery, hockey, tennis, or other games of like character except at places set apart for such purposes by the Recreation Department. It is unlawful to throw or propel any missile or other object where such activity may be hazardous to others.
C. It is unlawful to throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk, or advertising matter in any park or to deposit any such material therein, except in designated receptacles.
D. It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the Recreation Department.
E. Upon acceptance of this Chapter, all parks and playgrounds in the Town of Londonderry shall be closed to the public from 10:00 p.m. until 7:00 a.m.. unless such public is attending a Recreation Program sponsored by or authorized by the Town, or by express, written consent of the Recreation Department or Town Manager.
F. Use of off-road vehicles of any kind, including but not limited to snowmobiles, three and four wheeled OHVs, or other such motorized vehicles, is prohibited at all parks unless such activity is authorized by the Recreation Department for a specific event.
G. Use of bicycles or other wheeled vehicles other than skateboards shall be prohibited from all basketball and tennis courts of the community.
H. The use and / or consumption of tobacco products or controlled drugs is absolutely prohibited at all times on all park grounds. No person shall consume or possess any alcoholic liquor or beverages, as defined by RSA 175:1, in any park within the Town limits, except when express, written consent shall be given by the Town Manager.
I. The use of profanity in any form, verbal or sign, is discouraged.
J. It is unlawful for the owners or caretakers of any animal brought to any park to allow the animal to foul the premises. Owners shall promptly remove any such material

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immediately and place it in the nearest receptacle.

K. It is unlawful for the owner or caretaker of any dog to allow said dog onto Nelson Field, , the LAFA Fields at Campo Complex, and the West Road Soccer Fields when children are present or organized activities are scheduled. This prohibition does not apply to service animals as defined by NH RSA 167-D and Title III of the Americans with Disabilities Act.

L. No person shall sit or stand upon the back or stand upon the seat of any municipally owned bench. No person shall continue to sit, stand, or lounge in the area immediately adjacent to any municipally owned bench after having been requested to move on by any law enforcement officer, and at no time after such a request is made, return and sit, stand, or lounge in the area immediately adjacent to any municipally owned bench.

M. No bicycle, scooter or skateboard shall be left unattended on any sidewalk in any park of the Town in any way that impedes or endangers pedestrians.

SECTION V - VIOLATIONS

A. Anyone concerned in the violation of this Chapter, whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such offense is and shall be principal under the terms of the Chapter and shall be proceeded against and prosecuted as such.

B. In the event that any law enforcement officer of the Town of Londonderry observes any minor child operating a bicycle, scooter, skateboard, or roller skates in violation of this Chapter, the law enforcement officer may confiscate the bicycle, scooter, skateboard, or roller skates operated by said minor child and shall return the bicycle, scooter, skateboard, or roller skates only to the said minor's parents or guardian.

C. The law enforcement officer shall be authorized to confiscate a bicycle, scooter, skateboard, or roller skates under the provisions of this Chapter whether or not he or she issues a citation for violations of this Chapter.

SECTION VI - PENALTY

A. Any person found in violation of this Chapter**,** shall be guilty of a misdemeanor, and subject to penalties as provided in RSA 676:17**.**

B. Any person found guilty of damage to any part of a recreational facility, including the defacement of any building or equipment by the placement of graffiti, shall be required to clean off the graffiti by approved means, or make full restitution of the damaged facility or equipment.

~~ End of Chapter ~~

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Chapter XXVIII - APPROVAL OF SANCTIONED RECREATION GROUPS

SECTION I PURPOSE

A. The Town of Londonderry owns and manages many recreational facilities; however, the Town does not operate recreational leagues. Youth and adult programs are organized and managed by various non-profit groups. To ensure that Town facilities are utilized in a safe manner for the benefit of Town residents, the Town Council has adopted the following guidelines when recognizing a Sanctioned Recreation Group (hereafter referred to as "Group").

SECTION III APPLICATION

A. All groups looking to be sanctioned must apply with the Recreation Commission. All applications and recommendations of the Committee will be forwarded to the Town Council for consideration.

B. Recognition by the Recreation Commission does not guarantee exclusivity to times or locations of any facility.

C. Upon approval of a Group by the Town Council, that Group is eligible to utilize Town recreation facilities pursuant to the use and scheduling policies and practices as promulgated by the Recreation Department.

SECTION IV ELIGIBILITY CRITERIA

A. In order to be considered eligible for approval as a Sanctioned Recreation Group, the following guidelines shall be met:

1. A minimum of 60% of the participants are residents of Londonderry and all programs will be available to all age-appropriate Londonderry residents. The participation ratio applies to all players that play within the organization.

2. A majority of the coaches / supervisors are residents of Londonderry.

3. The governing body consists of Londonderry residents.

4. In recognition of the limited availability of facilities and the desire to avoid

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This policy is authorized under Article 3, Section 3.12 of the Town of Londonderry Charter.¶

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scheduling conflicts, all Groups must demonstrate that the program offering is new or unique to the Town, and if not, the justification for starting a similar program.

5. All Groups must demonstrate that the program is not temporary but is designed to continue to provide recreational opportunities for an indefinite period.

6. All Groups must demonstrate that the program has been well-planned and will be properly supervised, as set forth in the Group's Articles of Agreement (if a fundraising group), By-Laws and Code of Conduct. The charters of each organization should clearly reflect the goals of the Group and should mirror the charter granted by the Town Council. Each organization must adhere to the guidelines of the Resolutions approved by the Town Council.

7. All Groups must demonstrate that they have the proper framework for leadership, and that the coaches / supervisors will provide this leadership.

8. All Groups must demonstrate that the group is non-profit and does not have any outstanding obligations to the Town and has the ability to financially support the Group's activities.

9. All Groups must comply with all the rules set forth by the Recreation Department regarding the usage of facilities. No changes can be made to the use of fields without the prior approval of the Recreation Department.

10. The facilities exist to accommodate the new activity.

11. Once sanctioned, all Groups must comply with all of the rules set forth within this eligibility criteria section.

12. Groups may enter into non-financial partnerships with other outside groups for use of the facilities in order to better promote their sport and improve the quality of the development of the Londonderry players. "Non-financial partnership" means that neither organization directly or indirectly receives monetary compensation from the other organization for any purpose. All facility use and partnerships will be arranged and managed by the Group, with approval from the Recreation Department.

B. Fundraising Groups – In addition to meeting the Eligibility Requirements as set forth in § 130.7(C), Groups which seek donations and / or financial assistance to support their activities shall be required to meet the following requirements:

1. Any fundraising Group has been registered as a Volunteer Corporation with the New Hampshire Secretary of State, in accordance with RSA 292, and remains in good standing.

1. As part of the sanctioning process and on an annual basis thereafter, all fundraising Groups must submit updated, current versions of the following documents to the Recreation Department:

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Deleted: sanctioned by the Town Council, all Fund-Raising Groups

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demonstrate a group's good standing with the appropriate agencies):¶

- Articles of Agreement
- By-Laws
- Code of Conduct
- IRS filings (if applicable)

- Any State of New Hampshire filings with the Secretary of State and / or Attorney General's office and the Charitable Trust Division
- Current board of directors with contact information (title, name, address, phone number and e-mail)
  - Proof of insurance
  - Membership / enrollment total broken down by municipality

C. Independent Groups - As part of the sanctioning process and on an annual basis thereafter, all non-fundraising, independent Groups must submit updated, current versions of all documents listed in § 130.7(D)(2) to the Recreation Department, except for Articles of Agreement.

D. Exemptions to the Sanctioning Process

1. Organizations operated by the Town of Londonderry and the Londonderry School District do not need to be sanctioned to use recreational facilities.
2. Open, pick-up style adult activities held on an occasional, space-available basis are considered normal recreational use and do not require sanctioning.
3. One-time or periodic usage of recreational facilities by for-profit or non-resident organizations, or reservations for the exclusive use of recreational facilities by a person or persons, are arranged through the Recreation Department in accordance with the applicable Facility Use Policy and the Master Fee Schedule.

~~End of Chapter~~

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Code of Conduct¶
IRS Filings (if applicable)¶
State of New Hampshire Filings with Secretary of State and/or Attorney General's Office, Charitable Trust Division (if applicable)¶
Current board of directors with contact information (title, name, address, phone number and e-mail)¶
Proof of Insurance¶
Membership/enrollment total broken down by town¶

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Youth Camps¶
Skills Training¶
Coaches' Training¶
Open pick up type adult activities (e.g.. free play basketball, coed volleyball, line dancing, ballroom dancing)¶

Deleted: <#>Effective Date shall be immediate upon the adoption date.¶

Town of Londonderry, New Hampshire

268B Mammoth Road ● Londonderry, NH 03053
(603) 432-1100 ● londonderrynh.gov

ORDINANCE 2026-17

AN AMENDMENT TO THE MUNICIPAL CODE REPEALING CHAPTERS XXII, XXIII & XXVIII OF TITLE I AND ADOPTING CHAPTER 130 – PARKS AND RECREATION FACILITIES

WHEREAS, NH RSA 35-B provides for the governing body of any municipality to establish lands for public recreational use and provide for the equipment and maintenance of such lands; and

WHEREAS, § 3.04 (f) of the Londonderry Town Charter charges the Town Manager with the responsibility for maintaining and repairing all Town property under the Manager's control; and

WHEREAS, the Recreation Department is delegated the responsibility for parks and recreational facilities, including proposing to the Town Council from time-to-time updates to the policies and prohibitions governing these facilities; and

WHEREAS, the Recreation Director has suggested the attached updates to the Recreation Ordinance, to include fixing errors, clarifying the role of the Recreation Department and the Recreation Commission, updating policies pertaining to facility use, and condensing all regulations into a single ordinace.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that Chapters XXII, XXIII, and XXVIII of Title I of the Londonderry Municipal Code are hereby repealed, amended, and consolidated into Chapter 130 Parks and Recreation Facilities as attached herein.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 7th day of December 2026.

First Reading: November 16. 2026

Second Reading: December 7, 2026

Londonderry

2026P02 Negative Tax Bills

The following properties are parcels for which the invoice from the first property tax warrant of the year exceeded the property's total tax liability for the year. These scenarios arise, for example, when, between the first and the second invoices, either the assessment decreased significantly, a credit or exemption was added to the property, or the property was marked as exempt. You should review these parcels with the Tax Collector to determine whether, based on if the first invoice was paid or not, either the Selectmen should issue the taxpayer a refund or the first invoice should be abated.

Map	Lot	Sub	Owner	Land Use	Second Bill
000004	000032	000000	BROWNING CHARLES R + NANCY M	R1	-828.00
000011	00055C	000022	FENCER FAMILY TRUST	R1	-239.00

Londonderry

Tax Totals

Tax Warrant:	2026P02 of 2
Number of Parcels:	10,902

Valuations

Non-Utility Land Value:	2,249,613,851
Current Use Credits:	(0)
Non-Utility Improvements Value:	5,074,103,350
Utility Value:	731,809,713
Exempt Property Value:	(497,591,977)
Valuation Before Exemptions:	7,557,934,937
Exemptions Applied:	(53,848,500)
Net Valuation:	**7,504,086,437**
Net Non-Utility Valuation:	6,772,276,724
Net Utility Valuation:	731,809,713

Tax Rates

Total: 15.28	Municipal:	3.82	State Education Tax:	1.04
	School:	9.79	County:	0.63

Taxes

Total Property Tax:	113,901,402.00
Veterans Credits Applied:	(1,200,481.00)
Commitment Amount:	**112,700,921.00**
Penalties:	0.00
First Bills Minus Abatements:	53,108,004.00
First Bills Exceeding Total Tax Needing Refund:	(2,826.00)
Adjusted First Bills:	(53,105,178.00)
Total Tax Bills:	**59,595,743.00**

TAX COLLECTOR'S WARRANT
PROPERTY TAX LEVY
STATE OF NEW HAMPSHIRE

Rockingham ss.

TO: Allison Parsons, Collector of Taxes for Londonderry, New Hampshire in said county.

In the name of the State you are hereby directed to collect the property taxes in the list herewith committed to you, amounting to the sum of Fifty Nine Million Five Hundred Ninety Five Thousand Seven Hundred Forty Three Dollars ($59,595,743.00) and with interest at eight (8%) percent per annum from December 30, 2026 thereafter, on all sums not paid on or before that day.

And we further order you to remit all monies collected to the Town Treasurer, or to the Town Treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total One Thousand Five Hundred Dollars ($1,500.00) or more.

Given under our hands at Londonderry, New Hampshire, this Nineteenth day of November in 2026.

_____
Ron Dunn

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Shawn Faber

_____
Ted Combes

_____
Dan Bouchard

_____
Deb Paul

Board Of Selectmen
Londonderry, New Hampshire

TAX COLLECTOR'S PROPERTY TAX SUPPLEMENT WARRANT

STATE OF NEW HAMPSHIRE

Rockingham ss.

TO: Allison Parsons, Collector of Taxes for Londonderry, New Hampshire in said county.

In the name of the State you are hereby directed to collect the property taxes committed to you, amounting to the sum of Two Thousand Five Hundred Thirty Dollars ($2,530.00) and with interest at eight (8%) percent per annum on all sums not paid thirty (30) days after the bills are mailed.

And we further order you to remit all monies collected to the Town Treasurer, or to the Town Treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total One Thousand Five Hundred Dollars ($1,500.00) or more.

Given under our hands at Londonderry, New Hampshire, this Twenty Fourth day of November in 2026.

Ron Dunn

Shawn Faber

Ted Combes

Dan Bouchard

Deb Paul

Board Of Selectmen

Londonderry, New Hampshire

Owner	PID & Location	Amount
	000010 000142 000066	**$2,530.00**
LONDONDERRY, NH 03053-2903		
Reason: TO CORRECT FOR ABATEMENT TAKEN OFF BILL AFTER 2ND BILL ISSUED		