

North America Custom Duty Limited Warranty

Fontaine International, Inc. ("Fontaine") warrants each Custom Duty model CD700 fifth wheel sold in North America on or after January 1, 2002, to be free from defects in material and workmanship for two years from the date of sale.

This warranty covers failures in the material and workmanship but does not cover failures due to:

1. Use in loads that are beyond federal, state and provincial highway limits or in special overweight load permits.
2. Improper installation of the fifth wheel (see the Fontaine Custom Duty Instruction Handbook LT-084 for proper installation procedures).
3. Normal wear.
4. Accident.
5. Improper application (see the Fontaine Application Guide for additional information).
6. Misuse, alteration or negligence.
7. Failure to properly maintain the fifth wheel (see the Fontaine Custom Duty Instruction Handbook LT-084 for maintenance information).
8. Inadequate repairs or alterations that, in Fontaine's judgment, adversely affect the fifth wheel's performance or reliability

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

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

If the fifth wheel does not perform as warranted in this Limited Warranty or if there is any defect in material and workmanship covered by this Limited Warranty, Fontaine will, at its option, provide buyer with parts or reimburse buyer for parts at its reasonable acquisition cost, up to the amount of the original suggested list price. All labor costs are excluded. Fontaine may require the unit or part to be returned to Fontaine's factory or a Fontaine authorized representative for evaluation. All freight to and from Fontaine or a Fontaine authorized representative must be prepaid by buyer.

This is Fontaine's only warranty for the Custom Duty fifth wheel. Fontaine makes no other warranty of any kind, expressed or implied.

All implied warranties or merchantability and/or fitness for a particular purpose are hereby disclaimed by Fontaine and excluded. This Limited Warranty may not be changed except in writing by an authorized officer of Fontaine. Any action for any alleged breach of this Limited Warranty must be commenced within one year after such alleged breach occurred or shall be forever barred.

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

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



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