



Performance Warranties for Durabed® aliphatic bedliner material are extended to Monroe Truck Equipment Inc. an original equipment manufacturer, in accordance with the **PPG Industries, Inc.** (hereinafter referred to as “**PPG**”) **Product Performance Warranty** to which this document is attached and incorporated therein by reference.

PPG warrants that Durabed BDL 1724H and Cat 133, (hereinafter referred to as “Coating”) when applied according to the process outline, meet the product performance specs as outlined in attachment A which is incorporated herein by reference.

This document sets forth the requirements for product usage, application parameters, quality monitoring and record keeping necessary for maintaining the **PPG Product Performance Warranty**.

This **PPG Product Performance Warranty** covers the vehicles produced by **Monroe Truck Equipment, Inc.** (hereafter referred to as “**Manufacturer**”) and finished with PPG’s **Durabed OEM Bedliner material** according to the procedures specified in the attached Warranty Policy document (Attachment 1) for a period **of three (3) years from** the date the vehicle is put into service, not to exceed, however, five (5) years from the date the vehicle is produced. This warranty includes all Attachments and Exhibits referenced herein. The system will be covered by this warranty for the following coating failures:

#### **WARRANTY INCLUSIONS:**

Peeling, delamination, cracking, or bubbling of the Coating, provided the minimum dry film thickness is used as specified on data sheets.

#### **WARRANTY EXCLUSIONS:**

- Coating deterioration caused by blisters or other film degradation due to rust or corrosion originating from the substrate.
- Galvanic corrosion caused by the contact of two (2) or more dissimilar metals.
- Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing or aggressive mechanical wash systems.
- Coating deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature.
- Accidents, scratches, chips, bruises and gloss reduction due to normal vehicle use and maintenance.
- Custom finishes, exotic finishes or any finish other than standard refinish procedures.
- Finishes on vehicles used in a manner inconsistent with the normal use of the vehicle type.
- Failures resulting from product misuse or abuse.
- Repairs done over previously refinished areas unless stripped to bare metal or appropriate substrate.
- Claims presented without proper warranty documentation.
- Failure of finishes utilizing products not approved by PPG for use in systems applied on vehicles covered under this warranty.

## CLAIMS PROCEDURE

Should a vehicle covered by this warranty show evidence of a covered Coating failure, the vehicle owner is to contact the vehicle Manufacturer for inspection by PPG personnel and the Manufacturer's representative and submit a completed PPG Warranty Claim Form (See Attachment 2). Any coating failures found not to be covered by the terms of the warranty will be the responsibility of the Manufacturer or the vehicle owner. To be covered by the warranty, proposed repairs must be approved, in writing, by PPG authorized personnel before an authorization to begin repairs is issued.

PPG will compensate the Manufacturer for one hundred percent (100%) of the labor and material costs for the repair of defects covered by this warranty that are performed in the Manufacturer's facility.

- All compensation for warranty claims will be paid to the Manufacturer in the form of a product credit and the Manufacturer hereby acknowledges that such a remedy is appropriate and adequate in meeting the essential purpose of this warranty.

No claims will be authorized without approval from authorized personnel at PPG's Engineered Products Group in Euclid, Ohio. Requests for reimbursement of claims covered by this warranty do not, under any circumstance, give the Manufacturer the right to delay, set-off or otherwise withhold payment to PPG. In the event that the Manufacturer initiates any such actions, this warranty shall be immediately void and of no legal effect.

This warranty supersedes any previous warranties or guarantees in effect between the Manufacturer, its predecessors, successors, heirs or assigns and PPG with respect to the Coatings.

The warranty is only effective for vehicles produced after November 2008 and/or bearing serial numbers higher than \_\_\_\_\_. This warranty may be terminated by PPG with ninety (90) days prior written notice to Manufacturer.

**THESE ARE THE ONLY WARRANTIES THAT PPG MAKES, AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY PPG. THE REMEDY SET FORTH IN THIS WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY FAILURE OF THE PRODUCTS TO CONFORM TO THE WARRANTIES GIVEN ABOVE OR AS TO ANY INJURY OR DAMAGE**

**ARISING FROM ANY NONCONFORMING PRODUCTS. IN NO EVENT SHALL PPG BE LIABLE UNDER ANY THEORY OR RECOVERY, WHETHER BASED ON NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO, ARISING FROM THE PURCHASE OF THE PRODUCTS OR FROM ANY USE MADE OF THE PRODUCTS.**

### Process:

PPG will supply a Finishing Procedure tailored specifically for the Manufacturer's facility and substrates. If any changes to the process or substrate are planned, PPG must be notified prior to any changes. PPG will evaluate all changes and, if approval is given, update the written

procedure. Units coated without prior approval may, at PPG's option, be excluded from warranty coverage.

**Warranty Audits:**

PPG reserves the right to inspect the Manufacturer's facility at any time, with or without notice, once the warranty is extended. At least once each year, PPG may inspect the facility, review the paint process with the staff at the application facility, review documentation and conduct a review with appropriate management. A written report will be supplied following this audit for the review of both parties.

NOTE: If the manufacturer fails to meet requirements in an audit, a hold will be placed on all succeeding units until the discrepancies in the audit are resolved. Upon successful resolution of such discrepancies, the warranty may be reinstated by PPG on all future units.