TUG OF WARRANTY

We are so confident in the performance and reliability of our aircraft tow tractors, we have tripled the length of our Standard Warranty.

3-Year Warranty*

The Eagle Tugs (Eagle) 3-Year Warranty covers all <u>NEW</u> TT-series, eTT-series, XM-series, XL-series, eXL-series and USATS tow tractors, used in aviation applications. Eagle Tugs warrants that these tractors will be free from defects in material and workmanship for a period of 3 years or 3,000 operating hours from date of delivery, with the exception of the electrical system which is covered for a period of 1 year or 1,000 hours (See electrical component warranty for eTT & eXL electric tow tractors below).

Electrical Component Warranty for eTT & eXL electric tow tractors: The following electrical components will be covered under Eagle's 3-year Warranty as they are considered major drive train components: Traction & Hydraulic Pump Motors, Drive Inverter for both the Traction and Hydraulic Pump Motors, Main & Pump Contactors, High and Low Hydraulic Pressure Switches, Steer & Shift Solenoids, DC-DC Converters, and the Programmable Vehicle Controller. This warranty does not extend to the batteries and battery chargers as these are warranted directly to the user by their respective manufacturer and not by Eagle or an Authorized Service Representative.

This warranty does not apply to any Eagle tow tractor, or component part(s) that have damage caused by: misuse of the vehicle, accidents, collision or object striking the vehicle, vandalism, fire, explosion or water damage, using contaminated or improper fuel/fluids, customer-applied chemicals to painted surfaces, improper handling or application, maintenance neglect including lack of lubricants or fluids; nor does it extend to the Eagle tow tractor and/or parts which have been repaired or altered outside of Eagle's plant or the facility of an Authorized Service Representative without the permission of Eagle. Furthermore any modification of the tow tractor's electrical system MUST be preapproved and documented in writing by Eagle. Failure to do so voids the unit's electrical component warranty.

This warranty does not apply to routine maintenance or wearable parts of the Eagle tow tractor such as: tires, brake pads or shoes, ball joints, kingpins, u-joints, wheel bearings, filters, seals, spark plugs, hoses, belts, light bulbs, batteries (Diesel & Gas tractors), fuses or similar items. Also snow plows and transit pro options are warranted directly to the user by their respective manufacturer and not by Eagle or an Authorized Service Representative. However, all brackets, guards, and mounts made by Eagle for these options are covered under the 3-year Warranty.

This warranty does not cover or provide credit for the following: tractor rental or other substitute equipment; lodging; loss of time, income, sales or profits; loss of the use of tractor; telephone calls or communication expense; lift truck; storage fees; injury or death to persons or damage or destruction of property; or consequential, incidental or punitive damages

Warranty Claim Procedure: When a warranty situation arises, it is essential that the customer contact our Product Support Group (PSG) at +1 800-426-6301. The customer will need to provide PSG with the tow tractor serial number and operating hours. A PSG representative will analyze the problem and determine the next steps. In many cases Eagle's technical support personnel will be able to analyze the problem and recommend a solution that will solve the problem and reduce down time. If further service is required, an Eagle customer service

representative will work with customer personnel to arrange a service provider and/or will send parts to your facility for the repair as quickly as possible. The determination of a warrantable claim will be at the sole discretion of Eagle.

Notice of any claimed defect must be given to Eagle within the warranty period and within ten (10) days after such defect is discovered. Liability under this warranty is limited to either replacing or repairing, at Eagle's election, any part or parts deemed defective after examination by Eagle or an Authorized Service Representative. Eagle reserves the right to use remanufactured parts as replacements in warranty claims.

At Eagle's election, any part replaced under warranty as defective can be sent out for third party inspection. If the part is not found to be defective, or abuse was the cause for the failure, all associated costs related to the warranty claim may be charged to the customer. All parts returned to Eagle by a customer must be received without further damage. If returned items are not properly packaged for return shipping to Eagle or an Authorized Service Representative via prepaid transportation, the customer will be charged for the full value of the item that was damaged upon return. This warranty does not extend beyond its original term for any Eagle tow tractor or part replaced or repaired under warranty. Any and all disputes or disagreements will be negotiated in good faith by both parties.

Labor Allowance: A labor allowance may be issued upon request at Eagle's discretion. Allowable labor hours and a per hour labor rate will be determined by Eagle according to reasonable automotive standards.

EXCEPT AS SET FORTH ABOVE, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE, CUSTOM OF TRADE OR UNDER ORAL OR WRITTEN STATEMENTS MADE BY OR ON BEHALF OF EAGLE NEGOTIATIONS WITH CUSTOMER, DISTRIBUTOR, DEALER, OR ANY REPRESENTATIVE, ARE HEREBY OVERWRITTEN AND EXCLUDED, AND NO LIABILITY SHALL ATTACH TO EAGLE, EITHER IN CONTRACT OR IN TORT, OR STRICT LIABILITY IN TORT, FOR ANY DAMAGE TO PROPERTY, LOSS OF PROFITS, DAMAGES, COSTS, CHARGES, LIABILITY OR EXPENSES, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR OTHERWISE, WHICH ARISE OUT OF OR IN CONNECTION WITH THE SALE OR USE OF ANY EAGLE MACHINE OR THE SUPPLY OF SERVICES.

SUBJECT TO CHANGE WITHOUT NOTICE

Please check our website <u>www.eagletugs.com</u> periodically for service bulletins and updates to manuals.

*Note - The Eagle Tugs 3-Year Warranty covers TT-series, eTT-series, XM-series XL-series, eXL-series and USATS tow tractors used in aviation applications. All MTT, RTT-series, Transit Pro tow tractors, and all Eagle models which are used in non-aviation/industrial applications are covered under the Eagle Standard Warranty of 1 Year or 2,000 hours. Eagle Bob Tails are covered under Ford Motor Company's Standard Warranty for each respective Ford truck model.