

**MUELLER A-TRAIN “PULL” DOT 407
(CRUDE OIL TANKER)
LIMITED FOUR (4) YEAR WARRANTY**

Paul Mueller Company (Mueller) warrants to the original Purchaser that the tanker equipment manufactured by Mueller (Equipment) shall be new and shall be free of defects in material and workmanship. This warranty shall only be in effect if Equipment warranted hereunder is properly maintained and operated in accordance with generally approved practices, including transporting loads that do not exceed the manufacturer’s rated capacity and loads that are not abrasive or corrosive in nature.

If the Equipment does not conform to this warranty within four (4) years from the date of original shipment to Purchaser, Mueller, at its election and expense, shall repair, replace the defective portion of the Equipment, or refund the purchase price applicable to the defective portion of the Equipment, as provided below, but only after receiving notification of any defects within the warranty period, and substantiation that the Equipment has been: maintained, and operated in accordance with Mueller’s recommendations and standard industry practice; not subjected to accident, alteration, abuse, misuse, temperatures, pressures, thermal performance, loads, flow rates, incompatible media, cleaning agents, heat induced damage, illegal or uneven loads, vacuum conditions different from or beyond the original specifications; and not subjected to improper service, disassembly, assembly, improper repairs or alterations by the Purchaser or others not authorized by Mueller.

THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ANY IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT FOR EQUIPMENT OF MUELLER’S DESIGN. THIS WARRANTY DOES NOT EXTEND TO, AND MUELLER SHALL NOT BE LIABLE FOR, LOSS OF CARGO OR CONTENTS, LOST PROFITS, LOSS OF USE OF PRODUCT, RENTAL EXPENSES, TRANSPORTATION EXPENSES, DAMAGES FOR DELAYS, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

This warranty does not extend to products not manufactured by Mueller such as, but not limited to, hoist, axles, suspension, tires, wheels, hub and brake drums, bearings and seals, electrical components, gaskets, o-rings, paint, adhesives and other similar items: as to such products, Mueller conveys to Purchaser the warranty, if any, of Mueller’s suppliers, to the extent transferable without additional cost to Mueller. This Warranty does not extend to normal wear and tear, fouling or plugging, or portions of the Equipment that are normally consumed in operation. Used Equipment is sold “AS IS” without any warranties express or implied.

If requested, the Purchaser agrees to return the defective Equipment or parts to Mueller within ten (10) days after the defective condition is discovered.

Mueller reserves the right to modify, update, or improve the design of the tanker Equipment manufactured by Mueller without any obligation to retrofit or modify Equipment sold prior to such changes.

ORAL STATEMENTS BY MUELLER’S EMPLOYEES OR REPRESENTATIVES DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Purchaser, and are not part of the contract for sale. NO OTHER WARRANTIES are given beyond those set forth in this document.

For 24/7 warranty service authorization, contact MUELLER OTR Customer Service at 417-575-9901

EQUIP VIN: _____ DATE PURCHASED: _____

DEALER: _____ DEALER PHONE NO: _____