

CARTER WARRANTIES AND DISCLAIMERS

Purchaser is hereby notified that *Carter Rental, Inc.* has assigned to *Verita Exchange Corporation*, acting in its capacity as a Qualified Intermediary, its rights (including its rights with respect to all money and any trade-ins, but none of its obligations) with respect to the sale of this equipment, for purposes of completing a like-kind exchange under section 1031 of the Internal Revenue Code of 1986, as amended.

NEW PRODUCTS AND COMPONENTS ASSEMBLED OR RECONDITIONED BY OTHERS

All new products, and all components and exchange assemblies that have been assembled, reconditioned or remanufactured by other than Carter, are sold subject to the applicable manufacturer's or supplier's warranties and disclaimers. Carter makes no warranties with respect to these items unless it expressly does so in writing at the time of sale. Carter will provide services to replace warranted items without charge to Customer only at any one of Carter's facilities, or, at Carter's option, at the job site.

PRODUCTS ASSEMBLED, OVERHAULED OR RECONDITIONED BY CARTER

Unless a different warranty is expressly given in a writing, signed by Carter, at the time of sale, Carter warrants components, exchange assemblies and other products that have been assembled, overhauled, reconditioned, manufactured or remanufactured by Carter to be free from defects in material or workmanship discovered during the first 6 months or the first 1000 hours (or 25,000 miles) of use after sale or overhaul, whichever first occurs, subject to the provisions hereof. Existence of the defect must be expressly brought to Carter's attention during the warranty period, and the defect must have existed at the time of sale or overhaul. Carter agrees to provide labor and materials as needed to repair or replace with new or repaired parts, at its option, defects covered by this warranty. Materials and labor provided under this warranty are warranted only for the remainder of the original warranty period. Carter will repair or replace defective items covered by warranties under this paragraph only at any one of its facilities or, at Carter's option, at the job site. With respect to such items not installed by Carter, the following provision will also apply: (a) Carter shall have no obligation to repair or replace any defect in an overhauled engine unless the radiator or coolers were delivered to Carter and expressly found by it to be in satisfactory condition prior to installation; and (b) Carter shall have no obligation to repair or replace any defect in transmissions, torque dividers, torque converters and engines unless an oil sample was taken by customer and found satisfactory by Carter at the time of installation and also, in the case of engines, again taken and found satisfactory upon the earlier of the first oil change or 30 days after installation.

USED PRODUCTS

Unless a warranty is expressly given in a writing, signed by Carter, at the time of sale, all used products are sold "as is" and "with all faults."

REPAIRS, MAINTENANCE OR SERVICE BY CARTER

Carter warrants items repaired, maintained or serviced by Carter against defects resulting directly and solely from defects in its workmanship discovered within 6 months or 500 hours (or 10,000 miles) after such defective workmanship is rendered, whichever first occurs, subject to the provisions hereof. Existence of the defect must be brought to Carter's attention during the

warranty period. Carter agrees to provide labor and materials at the place where the work was originally performed as needed to repair or replace with new or repaired parts, at its option, defects covered by this warranty. Materials and labor provided under this warranty are warranted only for the remainder of the original warranty period.

CUSTOMER'S RESPONSIBILITIES

Although Carter will endeavor to provide warranty service at convenient times, it only agrees to do so during regular weekday working hours. The overtime or premium time rate differential will be charged to Customer for warranty service provided at other times. All consumable items, such as lubricants, fuels and filters, necessary to complete a warranty service will be charged to Customer. Customer shall provide at its expense labor and lifting equipment required to minimize job time and downtime in making repairs at the job site. Customer will not subject warranted products to extraordinary uses and will at all times operate and maintain them in accordance with the instructions outlined in any maintenance and operation instruction information furnished at time of purchase. Any damage that results from Customer's continued operation after a defect has been recognized by Customer is Customer's sole responsibility and Carter has no responsibility to repair or correct any damage that results from Customer's continued operation after a defect has been recognized by Customer. This warranty does not apply to any item which has been repaired or altered by Customer or others. Customer shall be liable to Carter for all expenses incurred by Carter if servicemen are called to the job by Customer and Customer refuses to permit the requested work to be done or if it is determined by Carter that no work is appropriate.

DISCLAIMER OF WARRANTIES

THE WARRANTIES AND AGREEMENTS HEREIN SET FORTH ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND AGREEMENTS, EXPRESS, IMPLIED OR STATUTORY. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DISCLAIMER OF TORT LIABILITY

Carter, its agents and employees, shall not be liable in tort - whether based on negligence, strict liability or other theory - for any act or omission in connection with the service, delivery, sale, lease, preparation, assembly, repair, recondition, or remanufacture of products sold, leased or handled by it.

LIMITATION OF REMEDIES AND DAMAGES

Customer's sole and exclusive remedies and causes of action are limited to those set forth herein. Carter shall have no liability for incidental, special, consequential or punitive damages or other economic loss.