



Autogate® Tailgate Warranty

This limited warranty covers Autogate® Tailgates supplied by Philippi-Hagenbuch, Inc. (PHIL) for commercial off-highway use. Sections 3 through 11 apply to both warranty terms.

1.) Standard Six-Month Warranty

PHIL warrants each Autogate® Tailgate against defects in materials and manufacturing workmanship for six (6) months from shipment from the PHIL factory to the first purchaser. Shipment means release of the product to the carrier or collection by the purchaser. A different warranty term applies only if expressly stated in the quotation or order acknowledgment accepted as part of the sales contract. The standard warranty is available to the first purchaser and does not transfer unless PHIL agrees in writing.

2.) Extended Three-Year Warranty

An Autogate® Tailgate qualifies for three (3) years of coverage if PHIL installs it at the PHIL factory, or if Installation Supervision Assistance is purchased for that tailgate at initial order and used to complete its installation within ninety (90) days after shipment. Qualification is determined separately for each tailgate; an incomplete installation of another unit does not affect an otherwise eligible unit.

Installation completion is the date the tailgate is fully installed and ready for operation under the applicable PHIL installation procedure, documented by PHIL's installation or supervision completion record. PHIL will identify the tailgate serial number, original truck identification, installation date, and warranty expiration date in that record. PHIL may confirm a written extension of the installation deadline, including for delays caused by PHIL.

The extended term begins upon shipment from the PHIL factory and replaces, rather than adds to, the standard term. Units that do not qualify for the extended three-year warranty retain only their applicable standard six-month warranty.

3.) Authorization and Resolution

Contact PHIL before performing work for which reimbursement is requested. Work performed without prior written authorization is not eligible for reimbursement. PHIL will provide written authorization identifying the claim and any approved repair procedure, work, rates, and expenses. The owner may take reasonable immediate action to protect people and prevent further damage, but must stop unsafe operation, notify PHIL promptly, document the condition, and preserve failed parts. Emergency action does not itself cancel coverage or guarantee reimbursement.

Do not return or dispose of parts until PHIL issues return instructions or authorizes disposal. PHIL will specify the return location, packaging, identification, and reasonable return deadline. Preserve relevant

evidence while the claim is pending. PHIL will explain its coverage decision and the proposed remedy in writing. An owner who disagrees may request management review through the same claim contact, including any additional supporting evidence.

PHIL targets acknowledgment within two (2) business days and a coverage decision or status update within ten (10) business days after receiving the information and inspection access needed for review. These are service targets, not guaranteed completion dates. PHIL will communicate material delays and the expected next step.

4.) Covered Defects and Remedy

Coverage applies when the tailgate is installed, operated, and maintained according to PHIL's applicable instructions and the approved application specifications supplied with the order. Coverage includes defects in PHIL's factory installation workmanship. Installation Supervision Assistance does not make PHIL the installer of work performed by others, but damage caused by erroneous installation instructions supplied by PHIL is not excluded as third-party installation error.

For a covered defect, PHIL will, at its option, repair or replace the defective part or component without charge for that repair or replacement part. PHIL will determine coverage through a reasonable technical review and explain any denial in writing. Subject to applicable law, this is the exclusive remedy under this limited warranty. The costs addressed in Section 4 remain the owner's responsibility unless PHIL authorizes them in writing.

5.) Costs and Repaired or Replacement Parts

Unless PHIL expressly authorizes payment in writing before the expense is incurred, the owner pays freight in both directions, packaging, removal and installation labor, field labor, travel, mileage, cleaning, and access costs. PHIL bears the cost of repairing a covered component at its facility or supplying its replacement. Authorization must state the work, rates, and expenses PHIL agrees to pay; claim acknowledgment alone is not spending authorization.

A part repaired or replaced under this warranty is covered against defects in materials and manufacturing workmanship for the remainder of the original applicable warranty term or ninety (90) days from shipment of the repaired or replacement part, whichever is longer. This does not restart coverage on the complete tailgate.

6.) Exclusions

This warranty excludes ordinary wear and deterioration, consumables used in normal maintenance, and abrasion, scratching, fading, peeling, or other deterioration of paint and coatings. Paint and coating coverage is excluded. A premature failure of a wearing component remains eligible if caused by a covered materials or manufacturing defect.

Damage is excluded only to the extent caused by abuse, misuse, impact, overloading, improper installation by others, improper maintenance, unauthorized alteration or repair, or operation outside the approved application specifications. Those specifications include applicable material density, payload, truck and body configuration, and product drawing or specification revision. Use with denser material does not cancel coverage for an unrelated defect.

Damage caused by continued operation after the owner knows, or reasonably should know, that operation is unsafe or will worsen the condition is excluded. The original covered defect remains eligible. Where a purchaser requests a deviation from PHIL's established design parameters, any related exclusion must be identified in a written deviation accepted by the purchaser before manufacture and applies only to damage caused by the identified deviation.

7.) Inspection and Maintenance

The owner must inspect the tailgate at every scheduled equipment preventive maintenance interval and at any more frequent interval specified in PHIL's applicable maintenance instructions. Inspections must include pivot pins, retaining pins and bolts, chains, bolt retainers, and other items required by those instructions. Chain adjustment must follow the applicable PHIL procedure; this warranty does not replace technical adjustment or safety instructions.

The owner must keep reasonably detailed inspection and maintenance records and provide records relevant to a claim when requested. Available on-board weighing data relevant to the failure may also be requested. A missing record or unavailable weighing system alone does not automatically cancel coverage; PHIL may consider whether missing evidence prevents reasonable verification of the claim. Damage caused by failure to perform required maintenance is excluded under Section 5.

8.) Access and Chargeable Inspections

PHIL may inspect the tailgate and relevant failed parts. With reasonable advance notice, the owner must provide safe access and clean equipment during agreed service hours. PHIL's normal scheduling hours are 7:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding PHIL holidays. Field appointments will identify the local appointment time.

Before any chargeable inspection, travel, cleaning, or premium-hours work, PHIL must disclose the scope, rates, and estimate or maximum charge and obtain written authorization. An unsuccessful claim does not by itself authorize inspection charges. If access or authorization is unavailable, PHIL may defer the affected inspection or service and arrange an alternative; coverage is not automatically voided.

9.) Reporting a Claim

Notify PHIL promptly after discovery and, where practicable, within seven (7) days. The defect must be discovered and reported during the applicable warranty term. A timely reported claim remains eligible while PHIL evaluates or remedies it after expiration. Delay within these reporting limits does not itself defeat coverage, but additional damage caused by continued operation is subject to Section 5.

Provide the purchaser and current owner's contact details; order number; tailgate serial number and truck make, model and serial number; a description of the failure and discovery date; photographs and/or video; and relevant maintenance records. PHIL will identify any additional information reasonably needed for its review.

10.) Payment Obligations

Payment obligations remain governed by the sales contract. An overdue account or disputed inspection charge does not automatically cancel this warranty. PHIL retains its contractual collection rights. Nothing in this section authorizes an unapproved charge or changes the owner's responsibility for costs expressly allocated by this warranty.

11.) Limitations and Contract Terms

TO THE EXTENT PERMITTED BY APPLICABLE LAW, PHIL DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT LIMIT THE EXPRESS COVERAGE PROVIDED IN THIS POLICY OR AN EXPRESS WRITTEN WARRANTY AGREED IN THE SALES CONTRACT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, PHIL IS NOT LIABLE UNDER THIS WARRANTY FOR EQUIPMENT DOWNTIME, LOST PRODUCTION, LOST PROFITS, LOSS OF USE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO PROVISION EXCLUDES LIABILITY OR RIGHTS THAT APPLICABLE LAW DOES NOT ALLOW TO BE EXCLUDED.

Any agreed, express warranty variation in the sales contract controls over an inconsistent provision here. Other sales terms apply to matters not addressed here. Changes to this warranty require written agreement by an authorized PHIL representative. This policy applies to orders incorporating this version and does not retroactively alter previously agreed warranties.

For Warranty Claim Authorization

Call: +1 (309) 697-9200

Email: sales@philsystems.com

Web Form: <https://hauling.philsystems.com/submit-warranty-claim>