

## STANDARD WARRANTY

Trailex Incorporated, 1 Industrial Park Drive, Canfield, OH 44406, states that this Warranty is designed and intended to fully comply with the requirements of Magnuson-Moss Warranty Act and all the Regulations issued by the Federal Trade Commission in connection therewith. It is not intended to violate any applicable State Law or Regulations containing more stringent requirements.

### I. Duration

This warranty is given and extends for a period of one year (three hundred and sixty-five days) from date of original purchase. The implied Warranty of merchantability and fitness for particular purpose are limited to the duration of this Warranty - one year (three hundred and sixty-five days). After said one year (three hundred and sixty-five days), Trailex Incorporated expressly disclaims any Warranty of merchantability or fitness for any purpose.

### II (A) Coverage

Trailex Incorporated warrants its trailers to be free of defects in material and workmanship under normal use and with reasonable care and maintenance, and under such conditions as set forth in this Warranty. Trailex Incorporated obligation shall be limited to repairing or replacing defective parts at its factory at 1 Industrial Park Drive, Canfield, OH 44406, telephone number (330) 533-6814, or at any authorized dealers. Any part or parts covered by this limited Warranty shall, within the one-year (three hundred and sixty-five days) period hereinbefore specified, to be returned to it with transportation prepaid and which, upon examination by Trailex Incorporated or an authorized dealer, show to have been defective. This Warranty extends to the original purchaser only and those protected by existing law and are not transferable.

### II. (B) Coverage (Continued)

Trailex warrants all aluminum components on its trailers for a period of one year (three hundred sixty-five days) of any failure when subject to normal use and with reasonable care and maintenance, and under such conditions as set forth in this Warranty.

### III. Exclusions

This Warranty specifically does not cover:

- (a) Expendable items including tires, cables, ropes, lines or brakes.
- (b) Cost of repairs made other than by Trailex Incorporated or an authorized dealer.
- (c) Trailers, which shall have been repaired or altered by other than Trailex Incorporated or an authorized dealer.
- (d) Trailers which shall have been subject to negligence or accidents or damage by circumstances beyond the Company's control, or by improper operation, over-loading beyond stated capacity, maintenance or storage, or were used other than the normal use of service for which the trailer is intended.
- (e) With respect to any component of the trailer covered by this Warranty which shall not be actually Manufactured by Trailex Incorporated, the Warranty extended to the purchaser or claimant shall be limited to the Warranty extended by the manufacturer.
- (f) Trailex Incorporated does not undertake responsibility to any purchaser of its trailers for any undertaking, Representation or Warranty made by the dealers or third persons selling its product, beyond the Warranties herein expressed.
- (g) Purchase of other acceptance of the trailer by any claimant under the Warranty provisions shall be on the Condition and agreement that Trailex Incorporated shall, under no circumstances, be liable for any direct, Indirect, consequential, contingent or incidental damage of any kind or nature whatsoever, including, but Not limited to damage to any personal property or real property of the purchaser or others resulting from any breach of this limited one year (three hundred and sixty-five days) Warranty.
- (h) Warranty voided if load equalizer type hitch is used.
- (i) Freight cost to and from the Trailex factory in Canfield Ohio or any authorized dealer.
- (j) Void if stated weight limit is exceeded.

### IV. Claim Procedures

To make claim under this Warranty, write or call directly to Trailex Incorporated, 1 Industrial Park Drive, Canfield, OH 44406, Telephone Number (330) 533-6814, identifying the trailer by serial number and giving its location. The company will give instructions within the (10) days following receipt of said claim. Trailex Incorporated will exert its best effort to repair or replace the part or parts if found to be defective within the terms of this Warranty, within (60) days after notification of the claim. In addition to the provisions of this Warranty, the retail purchaser has available the legal remedies provided by the Magnuson-Moss Warranty Act, Public Law 93-627, 88 Stat. 2183-2193, U.S. Code, Secs. 2301-2312, and any applicable State statutes.

**Trailex Incorporated**  
**PO Box 553**  
**1 Industrial Park Drive**  
**Canfield, OH 44406**