

East Texas Longhorn Trailers LLC.

ONE YEAR LIMITED WARRANTY

East Texas Longhorn Trailers LLC. warrants that each trailer operated by the original purchaser under normal use in the Continental United States and Canada will be free from defects in materials and workmanship for one year from the original purchase date, subject to the requirements, and limitations stated below which will be strictly applied.

LIMITATIONS:

- 1) This Warranty is nontransferable and non-assignable (only the Original Purchaser may make a claim under this limited warranty).
- 2) This Limited warranty shall become null and void if the trailer is rented
- 3) This limited warranty shall apply to defects arising from normal use only.
- 4) This limited warranty shall cover the cost of repair only. Consequential damages including but not limited to transportation, loss of use, time, inconvenience, commercial loss and loss of income or any other type of damages, general or specific, foreseen or unforeseen.
- 5) Paint and flooring are warranted for the period of (90) days.

EXCLUSIONS:

- 1) This warranty does not cover exposure to cleaning compounds, bleaching, acid cleaning or pressure washing.
- 2) This limited warranty does not cover damage caused by normal use including but not limited to damage caused by roadway chemicals, rocks, sand and gravel or other freight debris.
- 3) Components warranted by the Original Manufacturers including but not limited to: Tires, axles, brake components, springs, suspension components, couplers, jacks, casters, lights purchased and installed by East Texas Longhorn Trailers LLC. are warranted by their manufacturers and are excluded from this warranty.
- 4) This limited warranty does not cover damages resulting from misuse, accident, overload, improper loading, negligence, unauthorized repair, or alteration.
- 5) This limited warranty does not cover damages incurred by loading, including but not limited to tractors, farm equipment, bobcats, backhoes, or any other commercial or agricultural equipment on (**Car Haulers**). Any use other than auto transport will make the limited warranty null and void. No matter what **GVWR** is.
- 6) This warranty does not cover certain parts which require replacement in the ordinary course of use due to normal wear.

DEFINITIONS:

- Dealer: The independent authorized dealer from whom the trailer was purchased.
- Normal use: This trailer is designed to be towed by a one ton truck or lighter, at or below it's maximum weight capacity, on paved roads.
- Normal wear: Wear generally associated with normal use on items including lights, bearings, brakes, brake linings, tires.
- Original purchaser: The individual whose name first appears on the MCO.
- Roadway chemicals: Chemicals applied to the roadway to preserve, maintain, or make passable including but not limited to salt and tar.

REQUIRED WARRANTY CLAIM PROCEDURE:

- 1) Within five (5) days after discovering a problem with your trailer, return the trailer for inspection to your dealer where you bought your trailer.
- 2) If your dealer cannot repair the problem free of charge and you want to file a claim under this warranty, your local dealer must send to East Texas Longhorn Trailers LLC. by registered letter or fax a warranty claim form, together with all required information, within ten (10) days of the discovery of the defect.
- 3) Any defective part (s) must be sent by prepaid freight within 30 days to East Texas Longhorn Trailers LLC. in order to qualify the claimant for replacement or reimbursement under this Limited Warranty.
- 4) East Texas Longhorn Trailers LLC. will not reimburse any claimant for any adjustment or repair of a trailer without prior written approval by East Texas Longhorn Trailers LLC.
- 5) Warranty repairs shall be completed at the East Texas Longhorn Trailers LLC. factory in Emory, Texas. At the discretion of East Texas Longhorn Trailers LLC., a reasonable allowance for off site repairs may be done.
- 6) East Texas Longhorn Trailers LLC. reserves the right to refuse to pay unreasonable costs for replacement or repair of defects of trailers and may, at its discretion, established a reasonable reimbursement for any authorized work performed under the terms of this Limited Warranty.

DISCLAIMERS

THIS LIMITED WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND REMEDY AND SUPERCEDES ALL OTHER WARRANTIES WEATHER EXPRESS OR IMPLIED AND THE PURCHASER DOES HEREBY RELEASE EAST TEXAS LONGHORN TRAILERS LLC. THEREFROM. EAST TEXAS LONGHORN TRAILERS LLC. MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. NO ONE, INCLUDING AN AUTHORIZED DEALER MAY MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF EAST TEXAS LONGHORN TRAILERS LLC.. THE PURCHASER'S EXCLUSIVE REMEDY SHALL BE THAT SET FORTH ABOVE FOR ANY CLAIM OF LIABILITY UNDER NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER LEAGAL THEORY.