

## **5 YEAR WARRANTY**

Date Delivered to Customer:
The provisions of this warranty shall be interpreted and governed pursuant to the laws of California.
In witness whereof, Utility Trailer Manufacturing Company has caused this warranty to be signed by its duly authorized officer.
Model Number:
Serial Number:
Dealer:
City, State:

This is to certify that Utility Trailer Manufacturing Company warrants to the first purchaser only, the described new trailer manufactured by it to be free from defects in materials and workmanship, when properly maintained, and under normal use and service, which means the loading, unloading and transportation of uniformly distributed legal loads of non-corrosive cargo, adequately restrained and secured, in a manner which does not subject the trailer to strains and impacts greater than are imposed by normal use. Total weight of trailer and cargo must not exceed the gross vehicle weight rating (GVWR) set forth on the vehicle identification plate affixed to the trailer at the factory, and the loading of each axle must not exceed the gross axle weight rating (GAWR) listed on the same plate.

Utility Trailer Manufacturing Company's sole obligation under this warranty shall be limited to the repair or replacement, at its option, of any defective part of said trailer which is the result of defective material and/or defective workmanship of parts furnished and installed by Utility Trailer Manufacturing Company. This warranty will expire sixty (60) months from date of delivery, and repairs under this warranty shall be at the repair facilities designated by Utility Trailer Manufacturing Company. Transportation expenses to the repair facility are to be borne by the Purchaser.

THE WARRANTY HEREIN IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES,
EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE AND
THERE ARE NO WARRANTIES WHICH EXTEND TO USE OF THE TRAILER FOR
PURPOSES BEYOND THE DESCRIPTION HEREOF. (OVER)

## (CONTINUED FROM REVERSE SIDE)

THE WARRANTY HEREIN DOES NOT APPLY TO, AND UTILITY TRAILER MANUFACTURING COMPANY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO:

- 1. Tires, refrigeration and liftgate units.
- 2. Parts, accessories, or other goods manufactured by others. (Utility Trailer Manufacturing Company will assign to customer any warranties extended to it by the makers or suppliers of such goods.)
- 3. Used goods delivered hereunder, regardless of manufacturer, all of which are delivered "AS-IS."
- 4. Any goods which after delivery hereunder have been repaired or altered by anyone other than has been authorized and approved by Utility Trailer Manufacturing Company, unless, in a manufacturer's reasonable opinion, such repairs are in no way responsible for the condition complained of.
- 5. Goods which are not defective but may wear out and have to be replaced during the warranty period including for example, but without limitation thereto, light bulbs, electrical receptacle, paint and coatings, brakes, linings, drums and return springs, equalizer, torque rod and camshaft bushings, camshafts, slack adjusters, brake cylinder diaphragms, springs, slider pads, wheel bearings, oil and oil seals, rim clamps and studs, gaskets and sealers, all types of interior lining, floors, bent frames, parts and components, and the like; also, Tautliner products manufactured by others, including, but not without limitation to curtains, buckles, straps, eyelets, pelmets, rubber pads and blocks.
- 6. Corrosion damage caused specifically by the introduction of chemical compounds that have detrimental effects to the metal structures. These compounds typically include: acids, caustics, brighteners, chlorides, and their like. Some cleaning solutions may contain these items, and should not be used.

## LIMITATIONS ON MANUFACTURER'S LIABILITY

Manufacturer and Customer agree that Manufacturer shall have no liability for any cargo loss, loss of use or any other incidental or consequential damages arising out of this order which are alleged to have been caused by any of the goods delivered hereunder.

Customer and Manufacturer further agree that the customer's sole remedy for any defects in new goods delivered hereunder, whether customer's claim arises under the warranty set forth above, or otherwise, shall be limited to the repair or replacement at manufacturer's option within five (5) years after delivery of such goods to the first purchaser, of any defective goods, of which notice of the defects is given by customer to manufacturer immediately after such defect is or ought to have been discovered and which goods are returned to Manufacturer within ten (10) days after Manufacturer requests their return for inspection and/or repair or replacement.

This warranty is valid only in the U.S.A. and Canada

**Utility Trailer Manufacturing Company** 

Comments.

Harold C. Bennett, President