



## LIMITED WARRANTY

Thank you for your recent purchase of a Cargo Express Trailer. The purpose of this document is to explain your LIMITED WARRANTY and the process for initiating warranty claims. We go to great lengths to ensure quality in our products and hope your experience with our company is both satisfying and rewarding.

### LIMITED WARRANTY

Cargo Express Trailers ("Manufacturer") warrants to the original consumer purchaser that the trailer produced by the Manufacturer (the "product") will be free from defects in material and workmanship for a period of one or three years, depending upon the trailer model and component, except as herein limited, from the date of the first retail purchase, provided all stated conditions and exclusions are satisfied. This warranty is limited to the first retail purchaser and it is not transferrable or applicable to rental trailers.

**Three Year Warranty** is limited to the overall frame structure and associated frame components on all product models. These include: mainrails, crossmembers, vertical posts roof bows, tongue, A-frame, door frame, coupler, headers, and welds.

**One Year Warranty** is limited to windows, doors, aluminum, plastics or TPO products, plumbing, cabinets, trim, electrical, stoneguard, floor coverings, sealants, improper application of paint or undercoat, and lights. Aftermarket products installed or applied by Manufacturer are excluded from this warranty, but may be warranted by the applicable supplier.

### RETURN WARRANTY CARD FOR COVERAGE

THE ORIGINAL PURCHASER MUST COMPLETE AND RETURN THE WARRANTY CARD PROVIDED WITH THE PRODUCT TO THE MANUFACTURER WITHIN 30 DAYS OF PURCHASE OR THIS LIMITED WARRANTY WILL BE NULL AND VOID. In addition to validating your warranty coverage, returning the registration card will allow Manufacturer to provide you with notice of any condition Manufacturer may need to supply after you have purchased the product.

### ACTION REQUIRED IN THE EVENT OF A DEFECT

For Warranty coverage, you must immediately contact the dealer from which your unit was purchased to make a warranty claim. The dealer that sold you the trailer will initiate the claims process in order to obtain approval for warranty work. Some parts or accessories may need to be replaced by third party suppliers, and in some cases the defective part may need to be returned for reimbursement or inspection. Prior to warranty repairs, dealer must verify unit number, purchase date, and original ownership. The dealer must obtain an authorization number from the Manufacturer prior to repair of the trailer. You must pay all incidental expenses incurred in obtaining warranty service, including, without limitation, transportation of the product and delivery charges to and from the dealer or Manufacturer.

If the product is found to be defective in materials or workmanship, all repairs must be performed by the Manufacturer or an authorized repair center. All warranty work performed must be pre-approved by Manufacturer, or Manufacturer reserves the right to deny coverage. Manufacturer is not responsible for costs relating to transportation of the affected product or responsible for damages to goods stored inside of the product. Manufacturer's obligations under this warranty shall be limited to repairing or replacing any part or parts which, in the opinion of the Manufacturer, shall prove defective in materials or workmanship under normal use and service during the applicable three or one year period commencing with the date of the first retail purchase and no other remedy is available.

### ITEMS EXCLUDED FROM WARRANTY

- A. Defects in separately manufactured products not produced by Manufacturer such as, but not limited to, hydraulic hoists, air conditioning units, cargo holding devices, axles, brakes and lights, ramp door springs, electric winches, tires and wheels and all other components not manufactured by Manufacturer.
- B. Damage or deterioration due to normal wear and tear, salt, road grime, application of or exposure to corrosive chemicals or other corrosive materials (including without limitation magnesium chloride or calcium chloride), or arising from an accident or use of the



product. Manufacturer reserves the right to test individual parts for magnesium and calcium chloride exposure; these materials are extremely corrosive to all metals and damages arising from exposure to them is not covered by this warranty.

- C. Defects arising from operator's negligence, misuse, abuse, loading the unit beyond its gross weight limitations, improper loading, accidents, acts of God, roof damage from excessive snow/ice buildup, or other contingencies beyond the control of Manufacturer.
- D. Repairs made necessary by reason of failure to follow ordinary and customary maintenance procedures, including procedures recommended by Manufacturer or component manufacturers.
- E. Repairs made necessary by reason of repairs or alterations or installation of aftermarket accessories not performed by Manufacturer.
- F. Damage as a result of towing your trailer with a truck rating greater than 1 ton unless said unit has a GVWR greater than 10,000# and is designed to be towed by a vehicle up to 5 tons. Towing your trailer behind a semi or dump truck or other inappropriate vehicle voids this warranty.
- G. "Screwless" or "Bonded" trailers that have panels come loose from the sidewalls are not covered under warranty. The remedy for this situation is to have the seams screwed. The manufacturer will send screws directly to the customer to repair themselves. No labor will be paid. The manufacturer will also send screws to a dealer to install where normal warranty rates apply.

#### **DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF DAMAGES**

ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, INCLUDING WITHOUT IMPLIED LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE APPLICABLE SIX MONTH OR THREE YEAR TERM DEPENDING UPON THE TRAILER MODEL AND COMPONENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR OTHERWISE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, TRANSPORTATION TO AND FROM THE DEALER OR MANUFACTURER TO GET WARRANTY SERVICE, LOSS OF TIME, LOSS OF USE, LOSS OF REVENUES, SALARIES OR COMMISSIONS, LODGING, TOWING CHARGES, BUS FARES, CAR RENTALS, GASOLINE EXPENSE, TELEPHONE CHARGES, INCONVENIENCE, AND THE COST OF REPAIRING OR REPLACING OTHER PROPERTY WHICH IS DAMAGED BECAUSE OF A DEFECT IN THE PRODUCT. MANUFACTURER IS NOT RESPONSIBLE FOR ANY DOWN TIME, LOST PROFITS, PUNITIVE, INDIRECT OR DIRECT DAMAGES ARISING FROM THE TIME ASSOCIATED WITH PAINT OR OTHER REPAIRS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE TRAILER CAUSED BY THE LACK OF REPAIRS, IN ANY CASE.

No dealer, distributor, agent, representative of Manufacturer, or other person is authorized to make any representation or a promise of warranty concerning Manufacturer's products on behalf of the Manufacturer except to refer the purchaser to this Limited Warranty.

#### **LEGAL REMEDIES OF PURCHASER**

This warranty provides specific legal rights. You may have additional rights not included in this warranty which vary from state to state. No action to enforce this warranty shall begin more than six months after a defect is discovered and shall not commence after expiration of the stated warranty period.

If you have any questions regarding your product, please visit our web site at [www.cargoexpress.com](http://www.cargoexpress.com), or call us at 877-475-5665.