### Three Year Limited Mfg's Warranty

The Composite Structure of Trailers Manufactured by Tradewinds Series Trailers are warranted to be free of defect in material or workmanship for three (3) years and all other components and assemblies free from defect for one (1) year from date of the first retail purchase subject to the following provisions:

#### LIMITATIONS:

- 1. This warranty is nontransferable and nonassignable (only the Original Purchaser may make a claim under this limited warranty).
- 2. This warranty shall apply to trailers purchased and remaining solely in the Continental United States or Canada.
- 3. This limited warranty shall apply to defects arising from normal use only and must be beyond the manufactures tolerance.
- 4. This limited warranty shall cover the cost of repair only. Consequential damages including but not limited to transportation, loss of use and loss of income are not covered by this limited warranty.
- 5. Warranty repairs shall be completed at the Tradewinds Series Trailers facility. At the discretion of Tradewinds Series Trailers. A reasonable allowance for off site repairs may be made.
- 6. Tradewinds Series Trailers shall not be responsible for shipping or transportation charges in delivering the trailer to Tradewinds Series Trailers facility for repairs.

# **EXCLUSIONS:**

- 1. *Damage Caused by Cleaning:* This limited warranty does not cover damage caused by exposure to cleaning compounds, bleaching, acid, solvent based products, and or pressure washing.
- 2. Damaged Caused by Normal Use: This limited warranty does not cover damage caused by normal use including but not limited to damaged caused by roadway chemicals, animals, and normal wear.
- 3. *Components Warranted by Original Manufacturers:* Tires, axles, brake components, springs, suspension components, couplers, jacks, toilets, urinals, pumps, waste tanks, fresh water tanks, batteries, windows and doors purchased and installed by Tradewinds Series Trailers are warranted by their manufacturers and are excluded from this limited warranty.
- 4. *Living Quarters*: The components and workmanship associated with "living quarters" are specifically excluded from this limited warranty.
- 5. *Damage Caused by Misuse:* This limited warranty does not cover damages resulting from misuse, accident, overload, negligence, unauthorized repair, or alteration.

#### **DEFINITIONS:**

*Composite Structure:* That portion of the trailer consisting of the frame, bottom rails, cross members, exterior walls, roof, and subframe (excluding the floor covering and running gear).

Dealer: The independent authorized dealer from whom the trailer was purchased.

Normal use: This trailer is designed to be towed, at or below its maximum weight capacity, on paved surfaces.

Normal Wear: Wear generally associated with normal use on items including doors, struts, lights, bearings, brakes, brake linings, tires and batteries.

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.

#### **ACTIVATING THIS WARRANTY:**

This Limited Warranty shall be signed by Dealer and Original Purchaser and mailed to Tradewinds Series Trailers Warranty Department within thirty (30) days of date of purchase. If this signed warranty is not post marked by the thirtieth day after purchase, ALL WARRANTIES WHETHER EXPRESS OR IMPLIED shall be null and void. PRIOR WRITTEN CONSENT REQUIRED FOR RETURN OF DEFECTIVE PARTS.

No reimbursement will be made to any Dealer or Original Purchaser for repairs made without the prior written consent of Tradewinds Series Trailers.

# **DISCLAIMERS:**

THIS LIMITED WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND REMEDY AND SUPERCEDES ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED AND THE PURCHASER DOES HEREBY RELEASE Tradewinds Series TRAILER THERE FROM. Tradewinds Series TRAILERS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO 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 TRADEWINDS TRAILERS. 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 LEGAL THEORY.

# REQUIRED PROCEDURES FOR FILING A CLAIM UNDER THIS LIMITED WARRANTY ARE LISTED BELOW.

By signing this manufacturer's limited warranty, THE PURCHASER ACKNOWLEDGES THAT HE OR SHE HAS READ THE ABOVE LIMITED WARRANTY AND AGREES THAT, SHOULD ANY WARRANTY CLAIMS BE MADE, PURCHASER WILL FOLLOW THE PROCEDURES AS SET FORTH BELOW.

| Product Purchased  Purchaser Name (Printed) |      | VIN of Product |                     | Purchase Date |
|---|------|----------------|---------------------|---------------|
|   |      | Purchaser S    | Purchaser Signature |               |
| Purchaser's Address                         | City | State          | Zip Code            | Telephone #   |

## REQUIRED WARRANTY CLAIM PROCEDURE:

- 1. Within five (5) days after discovering a problem with the trailer, return it for inspection by Dealer.
- 2. If DEALER cannot repair the problem a "limited warranty claim form" should be submitted to Tradewinds Trailers by registered letter or fax within ten (10) days.
- 3. Tradewinds Trailers will acknowledge receipt of the claim within thirty (30) days of receipt.
- 4. Defective part(s) must be sent by prepaid freight to Tradewinds Trailers to qualify for replacement. DEFECTIVE PARTS MUST BE RETURNED TO TRADEWINDS TRAILERS WITHIN 30 DAYS FROM DATE OF APPROVAL TO QUALITY FOR REPLACEMENT.
- 5. If authorized repairs are made other than at the factory, Tradewinds Trailers does not warrant that repair/replacement.

Tradewinds Trailers makes no other express or implied warranties and there are no other warranties, which extend beyond the description on the face of this limited warranty.

THIS WARRANTY SHALL BE GOVERENED BY THE LAWS OF THE STATE OF PENNSYLVANIA JURISDICTION AND VENUE FOR ALL JUDICIAL ACTIONS OR PROCEEDINGS TO ENFORCE OR DEFEND THIS WARRANT SHALL BE IN THE DISTRICT COURT OF WESTMORELAND COUNTY.