# Nexhaul Trailers 305 New Plant Road - Rocky Mount, VA 24151

# Nexhaul Trailers Limited Warranty Dump Trailers/Open Trailers Duration of Warranty

#### LIMITED WARRANTY

Nexhaul Trailers warrants for a period of one (1) years from the date of the purchase by the original Purchaser, that its Trailer shall be free of defects in material and workmanship attributable to Warrantor. Nexhaul Trailers does not pay for any warranty claims outside the Continental U.S.

#### **EXCLUDED FROM WARRANTY**

Warrantor is not responsible for claims related to: (1) defacing, scratches, dents, chips, tears on any surface not caused by Warrantor; (2) routine maintenance; (3) damage from unauthorized repairs, abuse, misuse or neglect; (4) damage caused by improper hitch ball or tow hook up; (5) component parts covered by separate supplier Warranty. Nexhaul Trailers reserves the right for final determination regarding abuse or misuse.

#### WARRANTOR'S OBLIGATION

Warrantor shall elect to remedy defects in materials in workmanship caused by Warrantor by repair, or replacement. All defective products shall be delivered to Warrantor's address above unless prior written approval is obtained from Warrantor. Warrantor may select another qualified location for repair to be completed. Warrantor will not be obligated, in any way, to pay for repairs made without its specific approval. All cost incurred in shipping or delivery of product for Warranty Service shall be borne by Purchaser. Warrantor shall remedy defects within a reasonable time. Warrantor must be notified before any work performed will be paid.

#### PURCHASER'S OBLIGATION

Purchaser must notify Warrantor of any defect within five (5) days of discovery. Purchaser must pay all service, towing, and transportation charges incurred to obtain Warranty Service.

# DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

The Original Purchaser of Warrantor's product and any Person to whom the Product is transferred, and to any Person who is an intended user or beneficiary of the Product shall not be entitled to recover from Warrantor any consequential or incidental damages resulting from any Product defect, including loss of trailer, revenue, or other commercial loss, use of rental equipment or loss of time and convenience.

# LIMITATIONS AND DISCLAIMER OF IMPLIES WARRANTY

Warrantor expressly limits the duration of all implies Warranties of merchantability, fitness for a particular purpose and other implies Warranties to the Warranty Period of one (1) year. The Warrantor expressly disclaims all implied Warranties after expiration of Warranty date. No person has the authority to enlarge, amend or modify this Warranty.

# **DESIGN CHANGE**

Warrantor reserves the right to change the design of its Product from time to time without notice or obligation to make corresponding changes to previously Manufactured Products.

# \*\*Products must be returned to manufacturer (NEXHAUL) for repairs unless prior, written approval is obtained\*\*

This warranty gives you specific legal rights. No action to enforce this Warranty shall be commenced later than six (6) months after discovery of any defect or after the expiration date of Warranty Period.

# The Owner's Manual and Warranty Registration can be found under "MORE" at <u>www.nexhaul.com</u>