

# THE COMPLETE TRAILER LINE MANUFACTURER

# TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

### LIMITED WARRANTY:

product by purchaser or others.

Trail King Industries, Inc. warrants that Trailer Model:

Serial number:
(herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and
workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices
approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not

abrasive or corrosive in nature. Trail King Industries, Inc. is not responsible for any misuse, alteration or reconfiguration of the

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

#### **EXCLUSION OF WARRANTIES**

THE LIMITED WARRANTY EXPRESSED ABOVE IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WHICH WARRANTIES ARE EXCLUDED.

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs, Hydraulic Valve Body, Conveyor Belt	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Engines, Tarps	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

## Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule: This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 – 100% Year 2 – 75% Year 3 – 50% Year 4 – 25% Year 5 – 25%

All other Trail King manufactured components

One Year 100%

(continued...)

Revised Date: 12/3/14

#### **Trail King Dump Series:**

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:

All Trail King manufactured components One Year – 100%

#### **Trail King Pneumatic Bulker Series:**

All Trail King manufactured components

One Year 100%

Frame, Struts, Vessel Year 1 – 100% Year 2 – 75% Year 3 – 50%

#### **Trail King Live Bottom Series:**

The period of warranty is set forth as follows:

Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt):

I. Gear box, Motor and Drive Shaft, and Individual Chain Strands Only

Year 1 – 100% Year 2 – 75% Year 3 – 50% Year 4 – 25% Year 5 – 25%

II. Trail King manufactured components. Year 1-100%This excludes all hopper sheets. Year 2-75%

Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):

I. Chain, Gear box, Motor and Drive shaft. Year 1 – 100%

II. Components Manufactured by Trail King. Year 1 – 100%

 $Year\ 2-75\%$ 

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

#### **LIMITATION OF LIABILITY:**

Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

#### **LIMITATION OF REMEDY:**

In the event of Trail Kind Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.

Revised Date: 12/3/14