



Warranty Policy & Registration

5274398 Manitoba Ltd., DBA Roughneck Trailers Inc hereinafter called 'Company'.

Company warrants to the original purchaser only that each new trailer manufactured by Company is free from defects in material and workmanship, for the following period:

Structural Components:

- 1st Year – 100% parts & labor
- 2nd Year – 50% parts & labor
- 3rd to 5th Year – 50% parts only

Usage (years) Qualifier:

Company warranty may be modified; at Company discretion, if said trailer is subjected to exceptionally heavy use; i.e. Trailer running 24 hours/day/7 days a week. Thus, example every year in use could be considered be two or more years old.

Company does not warranty trailers against excessive wear or abuse.

This warranty applies only when properly maintained and used in normal service. "Normal service" means usage in the manner and for the purposes for which such goods are generally purchased and utilized and with respect to the loading, unloading and carriage of uniformly distributed legal loads of non-corrosive cargo, properly secured, in a manner which does not subject the vehicles to strains or impacts greater than normally imposed by lawful use on well-maintained public roads, with loads not exceeding labeled gross vehicle weight and gross axle weight load rating. This warranty does not cover components of the trailer as they are covered by original manufacturer's warranty (hoists, axles, wheels, tires, brakes, suspensions, ABS and other). Company does not warranty Calcium Sprayers or any other parts, accessories or items custom designed or manufactured (Company will pass on the warranty if the items were purchased with it).

Your sole remedy under this warranty is limited to Company repairing or replacing at Company factory or authorized repair station any part or parts thereof, which shall be returned on request to Company, with transportation charges prepaid and which Company's examination shall disclose to its satisfaction to have been defective.

Company covers no warranty whatever in respect to tires, brake drums and other attaching equipment, or to component parts specified by the customer in place of Company's published standard or optional components. Company also covers no warranty for goods which are not defective but may wear out and must be replaced during the warranty period, including and without limiting the generality of the foregoing, light bulbs, paint and brake linings. No warranty of merchantability is made, and there are no warranties, which extend beyond the description of the face hereof. The warranty provisions described herein shall not apply to any trailer which shall have been repaired or altered, without the prior approval of Company, in any way so as, in the judgment of Company to adversely affect its stability, reliability, or durability; neither shall the warranty provisions described apply to any trailer which has been subjected to misuse, abuse, neglect, accident or incident.

Defects in material and workmanship must be brought to the attention of Company, using the Warranty Claims form, within 14 days of discovery, and any correction or repairs must be commenced within 30 days thereafter. A completed Warranty Claims form must be submitted, or the claim could be denied.

On any repairs under warranty, Company, must be contacted and its approval given before any work is done.

1. Company will not, under any circumstances, accept warranty bills that have not received our prior authorization.
2. Company will supply all warranty parts unless otherwise agreed to by Company and the Purchaser.
3. Invoices covering warranty parts and/or labor that Company considers excessive will be paid based on our cost of such parts and/or labor as if the work had been done at Company factory.
4. Invoices submitted requesting warranty must indicate the hourly rate for labor and the labor time actually incurred.
5. If repairs exceed \$3000.00, the trailer may have to be brought to our manufacturing plant for repairs, Purchaser may be responsible for the freight cost of returning and picking up the trailer to/from the plant.

Company makes no warranties except as expressly stated herein and hereby excludes any implied warranty of merchantability or fitness for particular purpose. It is agreed that Company shall not be liable for incidental or consequential damages resulting from any breach of warranty including, and without limiting the generality of the foregoing, loss of income, damage to vehicle, attachments, trucks or cargo, towing expenses, or injury to or death of persons.

This instrument constitutes the entire agreement between the Purchaser and Company and the Purchaser understands and agrees that no person is authorized to make any other warranties or representations which will be binding upon Company with respect to the sale of new trailers manufactured by Company. **This agreement is not valid unless a signed copy is received by Company within 14 days of date of delivery.**

Type of trailer (Model): _____ **Serial # of trailer** _____

Delivery Date: _____ **Distributor Name** _____

Distributor Address: _____

Customer Name: _____ **Company Name:** _____

Customer Address: _____

Customer Phone # _____ **Date:** _____

Customer / Company Email: _____

CUSTOMER SIGNATURE: _____