

MTM Trailer Five year limited warranty

Midwest Trailer Manufacturing LLC (from this point on referred to as MTM) warrants each new trailer manufactured by us to be free from defects in materials and workmanship, provided the trailer warranted hereunder is operated by the purchaser in accordance with general approved practices, with loads that are not abrasive or corrosive in nature or exceeding the manufacturer's rated capacity.

Platform frame structure, body, subframe or frame parts of the equipment found to be defective within the warranty periods shall be repaired or replaced (at MTM's sole discretion as set forth below) at MTM's factory or warranty service centers. The warranty period is five years from the date of delivery of the purchased equipment and MTM shall bear only the portion of cost of repairing or replacing defective parts of the equipment. MTM will not be liable for labor, freight, or down time. Coverage is prorated per basis:
1 year— 100%; 2 years— 90%; 3 years— 60%; 4 years— 40%; 5 years— 20%

Time: The purchaser agrees to return the defective equipment or parts to MTM's factory location, freight prepaid, within ten days after the defective condition is discovered. The purchaser must notify MTM as soon as any defect becomes apparent. MTM must be called within 30 days after delivery of any alignment problem.

Component warranty schedule: Any parts not manufactured by MTM will carry their own warranties and are carried out according to their own individual component warranties. Example: axles, rims, hubs, suspensions, landing gear, wheels, hydraulic cylinders, brakes, valves, airbags, shock absorbers, tarps, and etc. have their own warranties. This warranty does not enlarge upon, expand, or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories.

Paint: 12 month limited warranty on workmanship and material. Surface corrosion caused from stone chips, scratches or reverse impact are not included in the warranty.

This warranty also excludes the following: normal wear, tear and deterioration of the equipment, maintenance items including, but not limited to, light bulbs, brake lining, drums, springs, oil seals, paint and bearings, used equipment sold "as is", equipment that has been repaired, replaced or altered by someone other than MTM.

This sole liability of MTM and exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, on warranties or otherwise shall be limited to the cost of repair or replacement of defective parts herein specified. Further, MTM's maximum liability hereunder arising from any cause whatsoever, including but not limited to breach of contract price of the trailer furnished or parts of repairs made by others. In no event shall MTM be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than MTM.

MTM and purchaser agree that in consideration of the above expressed warranty, all other warranties other than title, either expressed or implied, whether arising under law or equity including warranties of merchantability and fitness for a particular purpose are excluded from the contract, further the foregoing warranty is made solely to the first purchaser from MTM. In the event the trailer is sold and still has remainder warranty left, the new owner may transfer the warranty by registering it with MTM's warranty department in writing.

Consequential damages: Notwithstanding any other provision of this agreement, in no event shall MTM be liable whether arising under contract, tort (including negligence) or otherwise for loss of use of capital or revenue, cost of money, claim of customers, non-operation or increased expense or operation cost of purchase or replacement trailer equipment, loss of anticipated profits, damage to loads or contents of the trailer, transportation expenses due to repairs, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Model _____ VIN _____ Customer Signature _____ Date _____