

3.2.1

L I M I T E D

WARRANTY

MAXX-D

MAXX-D TRAILERS 3-2-1 LIMITED WARRANTY

Maxey Trailers Mfg., Inc., d/b/a MAXX-D Trailers (“MAXX-D”) warrants to the original purchaser that each MAXX-D trailer operated by the original purchaser under normal use and service in the United States or Canada will be free from defects in materials and workmanship for the applicable time periods listed below, subject to the requirements, exclusions and limitations stated in this 3-2-1 Limited Warranty (“Limited Warranty”). This Limited Warranty is your exclusive remedy and applies to new trailers only.

In order to be eligible for service under this Limited Warranty you or the dealer **MUST** complete a warranty registration slip for the trailer and return the warranty registration slip to MAXX-D within 30 days of your purchase of the product.

LIMITED WARRANTIES

Each of the following warranty periods, to the extent applicable, begins on the date the trailer is purchased by the original purchaser or one year after manufacture date, whichever comes first (the “Warranty Start Date”).

1. THREE (3) YEAR LIMITED STRUCTURE WARRANTY

MAXX-D warrants the structure of each MAXX-D trailer, except any trailer model identified as “White Series”, to be free of defects in materials and workmanship, under normal use and service (carrying loads within stated capacity of trailer) for a period of three (3) years beginning on the Warranty Start Date. This limited 3-year warranty covers the structure only. The structure includes and is limited to the main frame of the trailer, which includes frame rails and cross members.

2. TWO (2) YEAR LIMITED COMPONENT WARRANTY

MAXX-D warrants the components of each trailer, except any trailer model identified as “White Series”, to be free of defects in materials and workmanship, under normal use and service (carrying loads within stated capacity of trailer), for a period of two (2) years beginning on the Warranty Start Date. During the second year, MAXX-D will provide a replacement for any defective component, but you must pay any and all labor charges associated with actually replacing the defective component with the replacement component.

3. ONE (1) YEAR LIMITED COMPREHENSIVE WARRANTY

MAXX-D warrants the structure and components of each trailer model identified as “White Series” to be free of defects in materials and workmanship, under normal use and service (carrying loads within stated capacity of trailer) for a period of one (1) year beginning on the Warranty Start Date.

EXCLUSIONS

Notwithstanding the above:

1. Batteries are only warranted for a period of one (1) year. In order for a battery to be covered under this Limited Warranty, the battery must be tested, and such test must prove, in MAXX-D’s reasonable discretion, that the battery is defective.
2. Tires are expressly excluded from this Limited Warranty. Any warranty claims related to tires must be presented to and handled by the tire manufacturer directly. Information regarding the tire manufacturer can be found on the label on the front of the trailer.
3. Normal wear items will not be replaced due to wear. Normal wear items include, but are not limited to, flooring, paint, brakes, brake linings, bearings, seals, and hoses.

ACTIONS, EVENTS, OR OTHER OCCURRENCES WHICH RENDER THE WARRANTY VOID

This Limited Warranty is void and does not apply if the trailer has been subjected to:

1. Negligence (including but not limited to failure to provide reasonable and necessary maintenance), accident, abuse, misapplication, or misuse.
2. Improper loading, including but not limited to loading in excess of the stated carrying capacity of the trailer or failing to properly balance a load.
3. Any modifications, alterations, or repair without prior knowledge and written consent of MAXX-D.

Notwithstanding these or other terms discharging MAXX-D of any obligation under this Limited Warranty, the provision of service by MAXX-D, authorization of repairs by MAXX-D, or any other attempt to resolve a complaint or request for warranty service shall not constitute a waiver of MAXX-D’s rights under this Limited Warranty.

LIMITATIONS

1. MAXX-D's sole responsibility under this Limited Warranty shall be to replace or repair parts as provided herein at an authorized MAXX-D dealer, at the MAXX-D factory, or at another location that is pre-authorized by MAXX-D before any work is done. If such warranty fails because attempts at repair are not completed within a reasonable time, or it fails for any other reason, any damages resulting from such failure are limited to either the cost of needed repairs or the reduction in the market value of the trailer caused by lack of repairs, whichever is less.
2. The trailer owner will be responsible for any transportation costs of the trailer to and/or from a MAXX-D dealer, MAXX-D factory, or other authorized repair facility. MAXX-D will not be responsible for any of these costs.
3. All other obligations or liabilities, including incidental or consequential damages or contingent liabilities arising out of the failure of any parts to operate properly are hereby excluded, including but not limited to any damages resulting from loss of use, inconvenience, loss of time, commercial loss, or any other type of damages, general or specific, foreseen or unforeseen. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
4. MAXX-D does not provide any warranty of any nature beyond that contained in this Limited Warranty. No one, including any MAXX-D authorized dealer, has the authority to enlarge, amend, or otherwise modify this Limited Warranty or to make further or additional warranties on behalf of or binding on MAXX-D.
5. MAXX-D reserves the right to not pay unreasonable costs for replacement or repair of any defects, and may establish reasonable reimbursement for any authorized work performed under the limited warranty.
6. This Limited Warranty applies exclusively to trailers manufactured by MAXX-D. Any products not manufactured by MAXX-D are specifically excluded from this Limited Warranty. Authorized repairs do not extend the term of this Limited Warranty.

DISCLAIMER OF WARRANTIES

MAXX-D EXPRESSLY LIMITS THE DURATION OF ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TO THE WARRANTY PERIOD APPLICABLE TO THE TRAILER ACCORDING TO THIS LIMITED WARRANTY (I.E. ONE TO THREE (1-3) YEARS, DEPENDING ON THE TRAILER MODEL AND DEFECT). MAXX-D EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

REQUIRED WARRANTY CLAIM PROCEDURE

1. Within five (5) days of discovering a problem with your trailer, you must return the trailer for inspection to the MAXX-D dealer the trailer was purchased from.
2. If your dealer cannot repair the problem free of charge and you want to file a claim under this Limited Warranty, you must send a warranty claim with all required information (including trailer VIN, description, and pictures of problem) to the MAXX-D warranty department within ten (10) days of discovering the problem.
3. MAXX-D must approve any warranty claim prior to any work being done on the trailer. If you or anyone else works on the trailer prior to receiving a warranty claim approval from MAXX-D, such action may void this Limited Warranty or otherwise result in partial or no coverage under this Limited Warranty based on the reasonable discretion of MAXX-D.
4. Warranty payments will be made upon receipt of all information and other items reasonably required by MAXX-D, including but not limited to proof of work done, which includes but is not limited to a claim approval number and any damaged/defective parts.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State. This Limited Warranty shall be governed by the laws of the United States and of Texas, without regard to the choice-of-law rules of that or any other jurisdiction.