

# MANUFACTURER'S LIMITED WARRANTY

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## MANUFACTURER'S LIMITED WARRANTY

MANUFACTURER'S LIMITED WARRANTY FOR ALL PRODUCTS MANUFACTURED BY U DUMP TRAILERS, LLC. AND SOLD UNDER THE "U Dump" LABEL ARE SUBJECT TO SPECIFIC AND IMPLIED WARRANTIES AS FOLLOWS:

U Dump Trailers, LLC. warrants that each U Dump trailer operated by the original purchaser under normal use in the Continental United States or Canada will be free from defects in materials and workmanship for one (1) year following the original purchase, subject to the requirements, exclusions and limitations stated below which will be strictly applied.

## FIVE YEAR LIMITED WARRANTY

Subject to the requirements, exclusions and limitations stated below, the structure of your U Dump trailer is warranted to the original retail purchaser against defects in materials and workmanship by U Dump Trailers, LLC, arising from normal use for three (5) years from the date of purchase. The structure is that portion of the trailer which includes the main frame, consisting of the bottom rails, cross members, and the sub frame, excluding the sides, headboard and rear doors (where applicable).

## EXCLUSIONS

1. U Dump Trailers, LLC. warrants its paint finish to be consistent with industry standards for 90 days from the date of original retail purchase, with the exceptions of "normal use" limitations set forth below and of deterioration due to use or exposure, such as chipping, scratching, fading, cracks in caulk seams, road salt or tar, damage by animals or pressure washing. Warrantable paint repairs are limited to spot repairs and blending consistent with standards in the trailer industry.
2. Any trailer utilized as a rental unit or as part of a rental combination with rental equipment is warranted for 90 days from the date of original retail purchase.

## EXCLUSION OF COMPONENTS WARRANTED BY OTHER MANUFACTURERS

Tires, axles, brake components, springs and suspension components, couplers, jacks, hydraulic pumps, cylinders and batteries purchased and installed by U Dump Trailers, LLC. are warranted by their respective manufacturers and are excluded from this U Dump Trailers Limited Warranty.

## NORMAL USE, NO REPAIRS OR ALTERATIONS

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subjected to negligence, accident, abuse, misuse, neglect, overload or has been repaired or altered without the prior written consent of U Dump Trailers, LLC. Normal wear items, including but not limited to struts, lights, bearings, brakes, brake linings, tires and batteries will not be replaced due to wear.

## TRANSPORTATION COSTS EXCLUDED

Transportation of any trailer to and/or from your dealer or any U Dump approved repair facility shall be the responsibility of the trailer owner. U Dump Trailers, LLC. shall not be liable for any such costs.

## PRIOR WRITTEN CONSENT REQUIRED AND RETURN OF DEFECTIVE PARTS REQUIRED

No reimbursement will be made to any dealer or owner for repairs made without the prior written

consent of U Dump Trailers, LLC. Any defective part(s) must be sent by prepaid freight to U Dump, LLC. in order to qualify for replacement or reimbursement under this Limited Warranty.

#### OTHER PRODUCTS EXCLUDED

This Limited Warranty applies exclusively to trailers manufactured by U Dump Trailers, LLC. Any products not manufactured by U Dump Trailers, LLC. are specifically excluded from this warranty. Authorized repairs do not extend the term of this Limited Warranty.

#### LIMITATIONS

THE SOLE RESPONSIBILITY OF U DUMP TRAILERS, LLC. UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR AND REPLACE PARTS AT THE U DUMP TRAILERS, LLC FACTORY; HOWEVER, UNDER UNUSUAL CIRCUMSTANCES WITH PRIOR WRITTEN APPROVAL AND AT U DUMP TRAILERS, LLC DISCRETION, A REASONABLE ALLOWANCE MAY BE MADE FOR REPAIR OFF SITE. 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, UNLESS APPLICABLE STATE LAW PROVIDES OTHERWISE.

#### DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS. U DUMP TRAILERS, LLC. MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO U DUMP TRAILERS WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO ONE, INCLUDING AN AUTHORIZED U DUMP TRAILERS DEALER, IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF U DUMP TRAILERS, LLC. ALL IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR INTENDED USE ARE LIMITED TO WARRANTY PERIODS STATED ABOVE, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.

#### DISPUTES UNDER THIS LIMITED WARRANTY

Any and all disputes and claims of any kind and nature whatsoever arising under this Limited Warranty shall be handled as provided in any agreement of purchase and sale for the Product.

If such agreement does not include an express provision relating to the handling of disputes and claims, then the following terms shall apply to this Limited Warranty: This Limited Warranty shall be deemed to have been made in the State of Florida (without regard to the conflict of law principals of the State), including all matters of construction, validity and performance regardless of the location of the Product. You expressly waive any and all right to jury trial regarding any dispute hereunder. You hereby irrevocably submit to the exclusive jurisdiction and venue of courts sitting in Marion County, Florida, You hereby irrevocably waive, and hereby agree not to assert by way or motion, defense, or otherwise, any claim that you are not subject personally to the jurisdiction of such courts, that the Product or any other property of yours is exempt or immune from attachment or execution, that any action brought under this Limited Warranty is brought in an inconvenient forum, that the venue of the action is improper or that this Limited Warranty cannot be enforced by any such courts.

## REQUIRED WARRANTY CLAIM PROCEDURE

In order to validate this Limited Warranty, you must complete the warranty registration no later than thirty (30) days following the purchase of your U Dump Trailer. IF THIS WARRANTY IS NOT COMPLETED BY THE THIRTIETH DAY AFTER PURCHASE OF THE TRAILER, ALL EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY SHALL BE NULL AND VOID EXCEPT AS PROHIBITED BY LAW.

Within five (5) days after discovering a problem with your U Dump trailer, return your trailer for inspection to the U Dump trailer dealer where you bought your trailer or to the U Dump LLC manufacturing facility.

If your dealer cannot repair the problem free of charge and you want to file a claim under this Warranty and within ten (10) days of your discovery of the defect, your local dealer must send a Limited Warranty Claim form to U Dump Trailers, LLC. by fax or email, or online, together with all required information.

U Dump Trailers, LLC. will acknowledge such receipt of claim verbally or in writing, to the dealer and to the claimant. U Dump Trailers, LLC. will respond as soon as possible, but no later than thirty (30) days after receipt of the claim. Any defective part(s) must be sent by prepaid freight to U Dump Trailers, Inc., in order to qualify the claimant for replacement under this Limited Warranty. ALL DEFECTIVE PARTS MUST BE RETURNED TO U DUMP TRAILERS, LLC. WITHIN 30 DAYS FROM DATE OF U DUMP APPROVAL TO QUALIFY FOR REPLACEMENT.

U Dump Trailers, LLC. will not reimburse any claimant for any adjustment or repair of a U Dump trailer without prior written approval by U Dump Trailers, LLC.

U Dump Trailers, LLC. reserves the right to not pay unreasonable costs for replacement or repair defects in U Dump trailers and may, at U Dump Trailers, LLC discretion, establish a reasonable reimbursement for any authorized work performed under the terms of this Limited Warranty.

U DUMP TRAILERS, LLC, MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS LIMITED WARRANTY.

For questions or comments, please direct your correspondence to the address

below.

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