

# Cargo Trailer Warranty

## ***Limited Warranty***

Covered Wagon Trailers (warrantor), LLC, 144 Stuart Way, Fitzgerald, Ga 31750, warrants to the original consumer purchaser for a period of three (3) years from the original date of purchase by consumer purchaser that the trailer shall be free of defects in materials and workmanship attributable to warrantor. Excluded from this three (3) year warranty are electrical, plumbing, windows, doors and sealant, which are warranted for one (1) year. Excluded are component parts, such as axles and tires, which are covered by separate supplier warranty.

## ***Warrantor's Obligation***

Warrantor shall elect to remedy defects in materials and workmanship caused by warrantor by repair or replacement, or by refund if repair or replacement are not possible. If refund, it will be based on the original wholesale dealer price of trailer and the prorated value of your trailer over the (1) year covered by our warranty. Specifically, original wholesale price shall be reduced by 1/36 of that price for each month since original purchase of trailer.

## ***Repair Location***

All defective products shall be delivered to warrantor's address above for any repair, replacement, or refund under warranty. At warrantor's sole discretion, and only with our express prior written consent, warrantor may consent to have repairs done at one of our many Covered Wagon Dealer locations. For a map of these locations, please see the Dealer Locator on our Covered Wagon Trailers website.

## ***Purchaser' Obligation***

Purchaser must complete and return warranty registration card within Fifteen (15) days of original purchase to obtain warranty services. Purchaser must notify warrantor of any defect within Fifteen (15) days after such defect is, or should have been, discovered. Purchaser must pay all services, towing, transportation, and other charges, incurred to obtain warranty services. Readiness of use adjustments, such as making sure the tire lug nuts are secure, hitch ball size is correct, and tires are properly inflated and are in road-worthy condition, as well as routine maintenance and upkeep, are the responsibility of purchaser.

## ***Disclaimer of Consequential and Incidental Damages***

The original purchaser of warrantor's product, and any person to whom product is transferred, or who is an intended user or beneficiary of product, shall not be entitled to recover from warrantor any consequential or incidental damages resulting from any product defects, including loss of trailer, loss of revenue or other commercial loss, use of rental equipment, loss of time, and convenience.

## ***Limitation and Disclaimer of Implied Warranty***

Warrantor expressly limits the duration of all implied warranties of merchantability, fitness for a particular purpose, and other implied warranties to the warranty period of three (3) years. Warrantor expressly disclaims all implied warranties after expiration of warranty date. No person has the authority to enlarge, amend, or modify this warranty.

### ***Design Changes***

Warrantor reserves the right to change the design of its product from time to time without notice or obligation to make corresponding changes to previously manufactured products.

### ***Specific Rights***

This warranty gives you specific rights. No action to enforce this warranty shall be commenced later than six (6) months after any defect is, or should have been, discovered, or after the expiration of the warranty period.

### ***General Exclusions***

Covered Wagon builds on the of the premium trailers in the enclosed cargo trailer business. But we do not build a trailer that cannot be torn up, and neither does any other manufacturer. If your trailer is torn up due to neglect, abuse, unauthorized modifications, wrecking, etc., that is not a flaw in the manufacturing process and thus is NOT covered under warranty. Please keep in mind that, even in cases where we give customer the benefit of the doubt and perform repairs under warranty, dealing with a damaged trailer is a huge pain for everyone involved. If you take of your Covered Wagon, it will take care of you for many years to come.

### ***Loading Exclusions***

1. **Overloading** - Loading of trailer beyond the stated payload capacity can cause a variety of failures. If either axle has impacted frame and/or lost camber, or is otherwise bent, warranty is void. When a trailer has been overloaded, these failures are not the result of any defect in manufacturing and thus are not covered under our warranty.
2. **Improper Loading** — Trailers should be loaded with weight centered in middle of trailer, and as evenly distributed as possible. A trailer loaded within its stated payload capacity, but with all the weight in the front 20 percent of the trailer, will not lift properly. Improper loading will void trailer warranty.
3. **Rough Handling** — Even a trailer properly loaded within its stated payload capacity can suffer failures if banged through potholes, rough crossings, etc. at any appreciable rate of speed.
4. **Failure to Secure Loads** — Unsecured loads can bang against your trailer with a force that is exponentially greater than the weight of the load. Any subsequent damage to your trailer will not be covered by warranty.

### ***Other Specific Exclusions from Warranty***

5. **Rentals** — Our warranty covers only original consumer purchaser. Any rental of trailer, whether commercial or private, will void warranty.

6. **Unauthorized Repairs** -- Any repairs under warranty must be approved, in writing, by Covered Wagon Trailers. No reimbursements will be made for any repairs done without such prior written approval, whether or not the repairs are for something which would otherwise have been a legitimate warranty claim.
7. **Unauthorized Modifications and Alterations** — No modification, alteration, or attachment to frame of trailer will be made without express written consent of Covered Wagon Trailers. While the addition of a couple of interior shelves is unlikely to ever cause a problem, there is no way to determine the manner in which the attachments were made no the weight or forces put on them. Therefore, unauthorized.
8. **Cosmetic Flaws** -- Claims related to defacing, scratches, dents, chips or tears in any surface, or any other cosmetic flaw or shortcoming which does not affect the functionality of your trailer. Purchasers should examine trailer carefully before buying, and if appearance of trailer is not up to expectations, should select another trailer whose appearance is up to those expectations.
9. **Rust and Corrosion** — Our paint process is unparalleled in the cargo trailer industry. However, no paint will last forever, and when the paint is diminished or gone, rust and corrosion of the steel parts is inevitable. If you wish to keep your trailer rust-free, we recommend that, as part of routine maintenance, you examine your trailer and apply black Rust-Oleum or similar product to any place that has begun to rust. If you pull your trailer anywhere near salt water, or on roads salted or otherwise treated for de-icing purposes, you should thoroughly rinse all steel metal parts, including the undercarriage. Our warranty does not cover rust or corrosion.
10. **Deterioration of Aluminum Siding and Trim** — Salt water and air, and roads treated for de-icing, can also initiate corrosion of aluminum siding and trim. These parts should also be thoroughly rinsed immediately after any exposure to these salt or chemical elements. Corrosion of these parts are excluded from warranty coverage.
11. **Routine Maintenance** -- Cost of routine maintenance, and any subsequent damage caused by failure to perform routine maintenance properly, is not covered under warranty.
12. **Improper Hook-Up** -- Damage caused by improper hitch ball or tow hookup.
13. **Unsafe Tire Condition** -- Damage caused by failure to maintain proper air pressure in your tires, or by failure to replace tires when unsafe tire condition (whether by routine wear and tear, or by other damage) is, or should be, apparent.
14. **Damage During Loading** — Be careful loading your trailer, and secure objects properly before travel. Any sign that objects have banged against, or applied pressure on walls, ceilings or roof bows will void warranty.
15. **Wrecked Trailers** — If your trailer is banged against anything or raked down the side by tree limbs or other objects (wrecked), including overhead objects or your vehicle bumper during the sharp turns, it can knock the frame out of alignment, which can lead to deterioration of other components, including roof, siding, trim and plywood. This is an insurance issue, not a manufacturer's defect. Any signs that your trailer has hit, or has been hit, by anything will void warranty.
16. **Loading on Roof** — Unless equipped with a factory-installed ladder rack, our trailers are no built to support any loading on the roof and any loading on roof will void warranty. Those equipped with ladder rack are not built to support anything heavier than an aluminum ladder, and loading of anything heavier will void warranty. Installation of racks on roof, other than factory installation, will void warranty.

16. **Walking on Roof** – WARNING: our trailers are not built to support the weight of a person on the roof. Any walking on roof will void warranty. But more importantly, it is DANGEROUS and could result in serious injury or death.