



## **Lowbed, Extendable and Specialty Trailer Limited Warranty**

Fontaine Trailer Company ("Fontaine") warrants to the first user only ("First User") that each new lowbed, extendable and specialty trailer ("Trailer") manufactured by Fontaine will be free from defects in materials and workmanship for twelve (12) months from the delivery of the Trailer to First User. In addition, Fontaine warrants to First User that the main structural members and supports of the Trailer will be free from defects in material and workmanship for twenty-four (24) months from the date of delivery of Trailer to First User.

This Limited Warranty does not apply to and does not cover defects in material and workmanship due to or in any way arising out of:

- Failure to properly maintain the Trailer or any other improper maintenance of the Trailer;
- Abnormal use and service, including (without limitation) loading, unloading and/or transportation of non-uniformly distributed loads, use with corrosive cargo, and/or failure to adequately restrain or secure loads such that the Trailer is subjected to strains or impacts greater than are imposed by normal use;
- Total weight of Trailer and cargo exceeding the gross vehicle weight rating (GVWR) stated on the vehicle identification plate affixed to the Trailer by Fontaine or the loading of each axle exceeding the gross axle weight rating (GAWR) listed on the vehicle identification plate;
- Accidents;
- Any other misuse or negligence.

In addition, this Limited Warranty does not cover:

- Tires;
- Except with respect to title, used goods sold by Fontaine, all of which are sold "as is";
- Except with respect to title, items or parts not manufactured by Fontaine; provided, that Fontaine will, as an accommodation to First User, pass on to First User any warranty it receives from the manufacturer of such items or parts, but only to the extent allowed by such manufacturer;
- Trailers which have been repaired or altered by anyone other than an authorized repair facility approved by Fontaine, unless in Fontaine's sole and exclusive judgment, such repairs are in no way responsible for the condition complained of; and
- Parts which are not defective but which wear out under normal use, such as (but not limited to) light bulbs, electrical receptacles, paint and coatings, brakes, linings, drums and return springs, equalizers, torque rod and camshaft bushings, camshafts, slack



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adjusters, brake cylinder diaphragms, springs, slider pads, wheel bearings, oil and oil seals, rim clamps and studs, gaskets and sealers, and all types of floors and floor boards.

If First User notifies Fontaine in writing within the applicable warranty period of a defect in the Trailer and Fontaine determines, after such tests and/or inspections as Fontaine deems appropriate, that such Trailer or part is not in conformity with this Limited Warranty, Fontaine will repair or replace, at its sole option, such defective Trailer or part, provided First User returns such Trailer or part to such repair facility as may be designated by Fontaine, freight prepaid. No Trailer or part shall be returned without Fontaine's prior approval. This shall be First User's exclusive remedy for Fontaine's liability hereunder. Any claims not made within the applicable warranty period are deemed waived by First User. In lieu of repairing or replacing the defective Trailer or part, Fontaine may, at its sole option, refund the purchase price of such Trailer or part.

**THIS IS FONTAINE'S ONLY WARRANTY. FONTAINE MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY FONTAINE AND EXCLUDED.**

Fontaine's liability to First User, or anyone claiming through or on behalf of First User, with respect to any claim or loss arising out of the Trailer or alleged to have resulted from an act or omission of Fontaine, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Trailer or part with respect to which such liability is claimed or, where appropriate and at the option of Fontaine, to repair or replacement of the Trailer or part. In no event shall Fontaine be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the Trailer or its sale, use, or manufacture or for any cargo loss or loss of use. Fontaine is not responsible for any financial loss due to lack of use of the Trailer or any expenses arising therefrom, including but not limited to lodging, fuel, towing, loss of revenue and other expenses or damages. **IN NO EVENT SHALL FONTAINE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES.**

This Limited Warranty may not be changed except in writing by an authorized officer of Fontaine.

**THE PROVISIONS OF THIS LIMITED WARRANTY SHALL BE INTERPRETED AND GOVERNED UNDER THE LAWS OF THE STATE OF ALABAMA.** This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state.

To facilitate coverage under this Limited Warranty, register the Trailer in Fontaine's warranty system at <http://fontainetrailer.com/warranty/>. For more information on Fontaine products, please visit [www.fontainetrailer.com](http://www.fontainetrailer.com).