

## LIMITED WARRANTY

MODEL: \_\_\_\_\_

PURCHASE DATE: \_\_\_\_\_

TRAILER SIZE: \_\_\_\_\_ FOOT WIDE BY \_\_\_\_\_ FOOT LONG

**Cross Trailers, Inc., 2203 Randolph St., Elkhart, IN 46514** warrants to the original consumer/purchaser for a period of three (3) years from the date of purchase by purchaser (warranty period), that the trailer (the product) will be free of defects in materials and workmanship attributable to the warrantor.

Excluded from this three year warranty are electrical, plumbing, windows, doors, seals, sealant, paint, glue, and undercoating which are warranted for a one (1) year period from date of purchase to the original purchaser.

### 1. EXCLUSIONS TO THE WARRANTY

Warrantor is not responsible for claims relating to the following:

A) Defacing: scratches, dents, chips, and tears of any surface not caused by Warrantor; B) routine maintenance; C) damage from unauthorized repairs, abuse, misuse or neglect; D) damage caused from improper tow vehicle hook up E) component parts covered by separate supplier warranty such as warranties from the manufacturer of tires, axles, jacks, couplers, windows, light fixtures, etc. These warranty claims must be presented to their respective component manufacturer for warranty service. Cross Trailers, Inc. reserves the right for final determination whether or not the product has been abused or misused by the purchaser. The sole remedy for screwless exterior separation shall be repair with screws fastening the exterior to the studs.

### 2. WARRANTORS OBLIGATION

Warrantor shall elect to remedy defects in materials and workmanship caused by Warrantor, either by repair, replacement, or refund, if repair or replacement is not possible. All defective products shall be delivered to warrantor at address listed above unless prior written approval is obtained from warrantor. Warrantor may, at its discretion, select another qualified location for the repair to be completed. Warrantor shall not be obligated, in any way, to pay for any repairs made without specific prior approval from the warrantor. All costs incurred in shipping or delivering the product for warranty service shall be borne by the purchaser. Warrantor shall remedy defects within a reasonable time, not to exceed sixty (60) days after the product is delivered by purchaser.



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### 3. PURCHASERS OBLIGATIONS

Purchaser must notify warrantor, in writing, of any defect within ten (10) days after discovery of said defect. Purchaser must complete and return, to the warrantor, the attached warranty card within fifteen (15) days of purchase, to obtain warranty service. Purchaser must pay all service towing, and transportation charges incurred to obtain warranty service.

### 4. DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGE:

The original purchaser of the warrantor's product or any person to whom the product is transferred, or any person who is the intended user or beneficiary of the product, shall not be entitled to recover, from the warrantor, any consequential or incidental damages resulting from any defect in the product. Damages include, but are not limited to: loss of use of the trailer, loss of revenues or any other commercial losses, subsequent use of rental equipment, and loss of time and/or inconvenience.

5. Any modification to the product will void the warranty.

6. Any claim or dispute arising between Cross Trailers, Inc. and original purchaser of the product described above in this limited warranty, not otherwise resolved, shall be resolved by arbitration under the rules of the American Arbitration Association of Illinois, with such arbitration to be held in Elkhart, Indiana at a location to be determined by the arbiter, and within forty-five (45) days from the date the dispute arises between the parties concerning a warranty claim. The decision of the arbiter shall be final and binding on the parties and enforceable by a court of proper jurisdiction located in Elkhart County, Indiana. The law of Indiana shall govern these proceedings.

*This limited warranty is intended to comply with the requirements of both State and Federal laws. Any part of this limited warranty in conflict with any law shall be ineffective to the extent of any such conflict.*

This limited warranty has been read and accepted by \_\_\_\_\_ (please print name),  
being the original purchaser of this product.

\_\_\_\_\_  
Signature of original purchaser

\_\_\_\_\_  
Date of original purchase

Page 2 of 2

### WARRANTY CARD

**IMPORTANT:** This warranty registration card covers your parts and labor warranty. Complete this card and mail to Cross Trailers, Inc., 2203 Randolph St., Elkhart, IN 46514. Failure to register within 15 days from the date of original purchase may affect and/or void your warranty.

Model: \_\_\_\_\_ Trailer Size: \_\_\_\_\_ FOOT WIDE BY \_\_\_\_\_ LONG

Date of Purchase: \_\_\_\_\_ VIN #: \_\_\_\_\_

Name of Purchaser: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address of Purchaser: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Dealer Name: \_\_\_\_\_

Dealer Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_