



Cross Trailers Limited Warranty 2019 Model

5 YR LIMITED STRUCTURAL WARRANTY

3 YR LIMITED WARRANTY

1 YR LIMITED ELECTRICAL & COATINGS WARRANTY

Cross Trailers INC (Cross) warrants to the original Consumer/purchaser that its trailers will be free from defects in materials or workmanship under normal operating conditions as provided in this Limited Warranty. This Limited Warranty shall not be deemed to have failed its essential purpose so long as Cross, or through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. This limited warranty is effective from date of original purchase and is not transferable.

Cross will repair or replace at its cost, in its discretion, any Defect (as defined below), which is caused by a defect in factory materials or workmanship of Cross from the date of original Purchase.

5 YEAR LIMITED FRAME WARRANTY

For purposes of this limited warranty, a ("Frame Defect") shall mean a defect in the main steel frame, any steel members welded to it, the studs and framing in the walls, or roof members, any of which cause the trailer to be unfit or unsafe for general use as a trailer under "NORMAL" operating conditions.

3 YEAR LIMITED WARRANTY

Materials or workmanship not including "Frame Defect", "Electrical Defect", or "Coatings Defect" shall be covered for a period of three (3) years. If such parts or components carry their own individual warranty provided by its manufacturer and /or distributor ("Component Manufacturer"), this will replace the Cross warranty. Such additional warranties by the Component Manufacturer are hereby assigned to the purchaser, to the extent permitted by the Component Manufacturer.

Notice: The product used for bonding the seams on the screwless exterior has a limited temperature and stress rating. In extreme situations, if units exceed this temperature or stress rating, this may cause problems with the screwless exterior. If problems should arise with the screwless exterior, Cross will provide screws for the seams as the sole remedy of warranty.

1 YEAR LIMITED ELECTRICAL & COATINGS WARRANTY

For Purpose of this limited warranty, an ("Electrical Defect"), shall mean faulty installation of Cross installed electrical elements. Components such as: Lights, A/C units, Heaters, Generators, etc. are warrantied solely by the component manufacturer. A ("Coatings Defect"), shall mean faulty application or workmanship of undercoating and / or paint to the steel frame only.

PURCHASER'S OBLIGATIONS TO RECEIVE WARRANTY COVERAGE

Purchaser must submit the Limited Warranty Registration Card within 30 days of delivery of the trailer in order to activate warranty coverage. All warranty repairs must be performed by Cross or an authorized service center. Warranty repair authorization must be given by a Cross Customer Service Representative before a repair is made. Warranty approval or denial is at Cross's discretion. Certain warranty repairs require special training, so not all service centers are authorized to perform all warranty repairs. That means, depending on the warranty repair needed, the trailer may need

to be taken to another authorized dealer or returned to Cross. Cross must receive written notice of any remaining warranty claims from the purchaser prior to the expiration of the duration of the Limited Warranty, and the purchaser must allow Cross an opportunity to resolve the matter. The purchaser must notify Cross of any trailer being repaired by an authorized Cross dealer, which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt. This Limited Warranty does not cover transportation or freight to or from an authorized service center or to Cross for repairs. All transportation and freight charges are the responsibility of the purchaser.

GENERAL CONDITIONS

Cross reserves the right to make changes in or additions to trailers built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to trailers previously built or sold. Cross and its authorized dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain trailers or trailer populations, at the sole discretion of Cross. The fact that Cross has provided such measures to a particular trailer or trailer population in no way obligates Cross to provide similar accommodations to other owners of similar trailers.

JURISDICTION AND APPLICABLE LAW

Exclusive jurisdiction to decide any claims, demands or causes of action for defects or representations of any nature due from such defects or representations shall be in the state courts of Elkhart County, State of Indiana or the federal courts having jurisdiction over Elkhart County, State of Indiana, if applicable. The laws applicable to any litigation, dispute, mediation or arbitration or any claim whatsoever arising from the sale, and purchase or use of the trailer shall be those of the State of Indiana.

ADDITIONAL RIGHTS

This Limited Warranty gives you special legal rights and you may also have other rights. Including but not limited to those provided by Magnuson-Moss Warranty Act, 15 USC 2301 et seq as well as other rights, which may vary from state to state.

WHAT IS NOT COVERED

This Limited Warranty does not apply to:

1. Component parts covered by separate supplier warranty such as warranties from the manufacturer including, but not limited to: tires, wheels, axles, awnings, generators, air conditioners, RV style doors, and baggage doors. These warranty claims must be presented to their respective component manufacturer for warranty.
2. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, fading, plastics, trim tape, plated or painted metal.
4. Any trailer which has been altered or modified from Cross factory specifications.
5. Any trailer initially sold at retail by a party other than an authorized Cross dealer.
6. Any trailer that has been overloaded or inappropriately loaded.
7. Any unauthorized repair or installation.
8. Any failure or defect caused by an accident; product abuse or misuse; failure of the owner to use, maintain, or store the trailer as specified in Cross's owner's manual(s); normal wear and tear, and any other failure to provide reasonable care and maintenance.
9. Any freight, transportation, haul out, or other expenses incurred in returning the trailer to the selling dealer or to the Cross factory for warranty service.
10. Use of Heavy Duty Dump Trucks or Similar vehicles will prematurely wear or damage the trailer frame. In some cases, they may even break the trailer tongue. This is due to the heavy-duty suspension of such tow vehicles causing excessive force to be applied to the trailer. Damages that result from the use of heavy duty dump trucks or similar vehicles to tow the trailer are not covered.

DAMAGE LIMITATIONS

Neither Cross nor any authorized service center shall be responsible for any incidental or consequential damages; loss of

use of the trailer; loss of time, profits or income; inconvenience; commercial or economic loss; or any other consequential or incidental damages.

OTHER LIMITATIONS AND DISCLAIMERS

1. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROVIDED BY CROSS ON THE TRAILER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXPRESSLY EXCLUDED.
2. TO THE EXTENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS IMPLIED BY LAW AND CAN NOT BE DISCLAIMED UNDER APPLICABLE LAW DESPITE THE DISCLAIMER HEREIN, SUCH WARRANTIES SHALL BE LIMITED TO THE DURATION OF ONE YEAR FROM THE DATE OF DELIVERY OF THE TRAILER TO THE FIRST RETAIL PURCHASER.
3. CROSS FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, FAILURE TO WARN AND/OR INSTRUCT, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG ANY IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE. THIS LIMITED WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

For further information regarding this Limited Warranty, please contact Cross at:

Cross Trailers

Warranty Department

2203 Randolph St. Suite 2

Elkhart, Indiana 46514

Phone (574-326-3974) (Customer Service)

Vin # _____

Dealership _____

Date of Purchase _____

Please return the bottom portion within 30 days for Warranty Validation.

This limited warranty has been read and accepted by _____ (Please Print Name)

Signature of purchaser

Date of purchase

VIN #: _____ Model: _____ Trailer Size: _____ FT Wide By _____ Wide

Name of Purchaser _____

Address of purchaser _____

City: _____ State: _____ Zip: _____

Dealer Name: _____

Dealer Address: _____

City: _____ State: _____ Zip: _____