South Georgia Cargo

Cargo Trailers / Motorcycle Trailers / Car Carriers 393 East Austin Avenue, P.O. Box 1160, Pearson Georgia, 31642 E-Mail Address <u>southgacargo@yahoo.com</u> Web Site <u>www.southgeorgiacargo.org</u> Office (912) 422-3434 / Fax (912) 422-6793

One Year Limited Warranty

South Georgia Cargo warrants the original owner that the trailer will be free from defects in materials and workmanship for the period of one (1) year except as herein limited, from the date of the first retail purchase, provided all stated conditions and exclusions are met and satisfied. The obligation of this warranty shall be limited to repairing or replacing any part or parts, which, in the opinion of South Georgia Cargo are defective in materials and workmanship under normaluse and service during the one (1) year period commencing with the date of the first retail purchase. Electrical components, lights, mechanical jacks, fiberglass, doors, sealants, seals, locks, couplers and paint (except paint on open units) are warranted for a (1) year period from the date of the first retail purchase, subject to the limitations contained in this limited warranty. Excluded from this warranty are all items warrantied by their own manufacturers such as Axles, Tires, Air Conditioners, etc. All warranty requests must be presented to South Georgia Cargo and proper arrangements must be made and approved by the factory prior to any work being done. All warranty repairs must be made at the factory, unless prior written approval is obtained from the factory before said repairs begin. In certain cases, the factory may, as its option, elect to have warranty work performed in the field by a qualified repair shop. South Georgia Cargo will not be obligated in any way to pay for repairs made without specific written approval in advance, repairs made in any manner other than approved. Labor charges in excess of those deemed reasonable by South Georgia Cargo or any parts bills in excess of the cost if South Georgia Cargo had supplied those parts. Labor and parts charges for any covered warranty work are limited to the amount charged by South Georgia Cargo for such labor and/or parts. Except as described in this limited warranty, South Georgia Cargo will not pay any other charge or expenses including, without implied limitation, any charges for overtime labor, service calls, towing charges or transportation costs. Such charges or expenses are the responsibility of the customer and will not be paid for by South Georgia Cargo.

ANY EXPRESSED OR IMPLIED WARRANTY NOT PROVIDED HEREIN, INCLUDING WITHOUT IMPLIED LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OF OPERATION LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE (1) YEAR. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCE SHALL SOUTH GEORGIA CARGO BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE TRAILER CAUSED BY LACK OF REPAIRS, IN ANY CASE.

South Georgia Cargo neither assumes nor authorizes any other person to give any other warranty or to assume on its behalf any other obligation or liability. This warranty is non-transferable from original end user.