

# Vanguard National Trailer

## Dry Freight Van Trailers

### 5 YEAR - LIMITED WARRANTY

Vanguard National Trailer (“Manufacturer”) hereby warrants to the original purchaser (“Purchaser”) of each new Vanguard National Trailer, trailer van, container, chassis, and converter dolly (“Product”) that the Product will be free from defects in materials and workmanship for a period of five years, if properly maintained and used in normal service. “Normal service” means usage in the manner and for the purposes for which such Products are customarily utilized, and includes the loading, unloading and carriage of uniformly distributed legal loads of noncorrosive cargo, properly secured, in a manner that does not subject the Product to strains or impacts greater than those normally imposed during lawful use on well-maintained public roads, with a gross vehicle weight that does not exceed the gross vehicle weight rating (GVWR) specified on the vehicle identification plate affixed to the vehicle by the Manufacturer prior to delivery.

“Normal service” does not include usage that imparts a load application to the sidewalls of 100 inch or greater inside width van trailer, such as the loading of carpets, paper rolls, tires or similar materials. Trailers used in those types of applications must be specifically designed to accommodate the side wall stresses.

Manufacturer’s sole obligation under this limited warranty is to repair or replace, at its option, any part or component of the Product that was furnished and installed by Manufacturer and that proves defective in material and/or workmanship during the first sixty (60) months following the date of delivery to the Purchaser. Such repair or replacement will be performed by Manufacturer or, with Manufacturer’s prior express authorization, at a repair facility designated or approved by Manufacturer. Manufacturer assumes no responsibility to reimburse Purchaser or pay for repairs made without Manufacturer’s prior express authorization or at repair facilities not designated or approved by Manufacturer.

As a pre-condition to Manufacturer’s obligation under this limited warranty, Purchaser must notify Manufacturer of any product defect promptly upon discovery, and return Product to Manufacturer or, at Manufacturer’s direction, to a repair facility designated by Manufacturer,

within ten (10) days after Manufacturer requests its return for inspection and/or repair or replacement.

#### **WAIVERS AND DISCLAIMERS**

**THE LIMITED WARRANTY PROVIDED HEREIN IS EXPRESSLY IN LIEU OF, AND PURCHASER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. MANUFACTURER EXPRESSLY DISCLAIMS AND PURCHASER HEREBY WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT EXTENDS TO USES OF THE PRODUCT BEYOND NORMAL SERVICE AS DEFINED HEREIN.**

The limited warranty herein does not apply to, and Manufacturer makes no warranties, whether written or oral, expressed or implied, with respect to:

- 1) Parts, accessories, or other goods made or distributed by other manufacturers which are installed on the Product in accordance with Purchaser's specifications or requirements. Manufacturer will assign to Purchaser any warranties extended to Manufacturer by the makers or suppliers of such items.
- 2) Used goods delivered hereunder, regardless of their manufacturer, all of which are delivered "AS IS".
- 3) Components of any Product which, after delivery to the Purchaser, were repaired or altered by anyone other than Manufacturer or one of its authorized service representatives, unless, in Manufacturer's reasonable opinion, such repairs or alterations are in no way responsible for the condition complained of.
- 4) Parts, accessories or components supplied by Manufacturer which, due to ordinary wear and tear, need replacement during the warranty period, including, for example, but without limitation, light bulbs, brake linings and brake drums.
- 5) Normal deterioration of sheet metal, aluminum, paint, trim and appearance items resulting from use and exposure to the elements.
- 6) Tires and other components as to which a separate supplier's warranty applies.

#### **LIMITATIONS OF MANUFACTURER'S LIABILITY**

**PURCHASER'S SOLE REMEDY FOR ANY DEFECT IN THE PRODUCT, OR ANY COMPONENT OR PART THEREOF, IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE ITEM AT THE MANUFACTURER'S SOLE OPTION. MANUFACTURER SHALL HAVE NO**

**LIABILITY FOR ANY CARGO LOSS, LOSS OF USE, LOST PROFITS, LOSS OF GOOD WILL, STORAGE, TOWING OR OTHER TRANSPORTATION COSTS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUSTAINED BY PURCHASER OR BY PURCHASER'S CUSTOMERS, ARISING OUT OF ANY ALLEGED DEFECT, OR BREACH OR FAILURE OF WARRANTY.**