

**Effective: January 1, 2022**

### **What Products Are Covered**

All White's Welding, LLC, ("White's Welding") manufactured trailers and equipment, manufactured on or after January 1, 2023. However, third party mechanized equipment like axels, brakes, engines, or other products utilized on assembling a White's Welding trailer or equipment is covered by its respective warranty.

White's Welding components are those components directly manufactured by White's Welding, with no foreign or product not originating with White's Welding.

### **Limited 1-Year Warranty**

Grease, oil and fluid seals (for all White's Welding trailers and equipment), couplers and actuators, have a one (1) year limited warranty to the original purchaser from the date of original retail purchase.

### **Limited 2 Year Warranty**

White's Welding warrants to the original purchaser that White's Welding, trailers, and White's Welding components shall be free from defects in material and workmanship for a period of two (2) years from the date of original retail purchase.

### **Limited Life-Time Warranty**

White's Welding warrants to the original purchaser that its trailer frames shall be free from defects in material and workmanship for the lifetime of the trailer. The warranty period shall begin from the date of original retail purchase. White's Welding will repair or replace at its cost, in its discretion, any Structural Defect, which is caused by a defect in materials or workmanship of White's Welding, from the date of original purchase of the trailer from White's Welding or its authorized dealer. For purposes of this Limited Warranty, a "Structural Defect" shall mean a defect in the main metal frame, any metal members welded to it, welds between frame components, 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.

### **Third-Party Products / Devices**

White's Welding does not warranty component parts not manufactured by White's Welding, and shall be covered by the individual Component Manufacturer's warranty and vary by manufacturer, including but not limited to: tires, brake pads, wheels, batteries, axles, awnings, couplers, generators, furniture, heaters, electrical components, furnaces, tanks, fuel tanks, slide outs, hydraulic pumps, jacks, winches, and lifts. A list of manufacturers and their contact information can be found at [WhitesWeldingLLC.com/warranty](http://WhitesWeldingLLC.com/warranty). White's Welding will process third party warranty claims for products on White's Welding trailers and equipment through its vendors and assist with warranty claims only for the period prescribed in the third party vendors warranty provisions.

### **Exclusive Remedy**

White's Welding will, at its option, repair or replace the affected White's Welding components. In all cases, a reasonable time period must be allowed for warranty repairs to be completed. Allowance will only be made for installation costs specifically approved by White's Welding.

No person has authority to enlarge, amend or modify this Limited

Warranty. The dealer is NOT White's Welding agent for this purpose. White's Welding is not responsible for any undertaking, representation or warranty made by any dealer or others beyond those expressly set forth within this Limited Warranty.

### **What You Must Do**

In order to make a claim under these warranties:

1. You must be the original purchaser of the White's Welding trailer.
2. Purchaser must submit the Limited Warranty Registration Card within 30 days of purchase of the trailer in order to activate warranty coverage. All warranty repairs must be performed by White's Welding or an authorized service center. Warranty repair authorization must be given by an White's Welding Customer Service Representative before a repair is made. Warranty approval or denial is at White's Welding's discretion. Certain warranty repairs require special training, so not all service centers are authorized to perform all warranty repairs. This means that, depending on the warranty repair needed, the trailer may need to be taken to another authorized dealer or returned to White's Welding. White's Welding must receive written notice of any warranty claims from the purchaser prior to the expiration of the duration of the Limited Warranty, and the purchaser must allow White's Welding an opportunity to resolve the matter. The purchaser must notify White's Welding of any trailer being repaired by an authorized White's Welding dealer, which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt.

### **Exclusions**

These warranties do not extend to and do not cover defects caused by:

1. The connecting of brake wiring to the trailer wiring or trailer wiring to the towing vehicle wiring.
2. The attachment of the running gear to the frame.
3. Parts not supplied by White's Welding.
4. Any damage whatsoever caused by or related to any alteration of the trailer including, welding supplemental brackets or items added on by others, not White's Welding.
5. Normal wear and tear.
6. Improper or operation.
7. Unreasonable use (including overloading or improper loading and failure to provide reasonable and necessary maintenance specified in White's Welding's current manuals including required maintenance after "Prolonged Storage").
8. Improper or lack of maintenance.
9. Damage or defect of surface coatings, including cracking, crazing, discoloration, air voids, fading or oxidation of gel coat, plastics, trim tape, decals, graphics, exterior wraps and plated or painted metal.
10. Any trailer which has been altered or modified from White's Welding factory specifications.
11. Any trailer initially sold at retail by a party other than an authorized White's Welding dealer.
12. Any unauthorized repair, installation, or aftermarket component products.
13. Any defect or damage caused in whole or in part by an accident or negligence; product abuse or misuse; the environment, road elements, improper wash solvents, sand, salt, acid rain, salt damage, excessive heat/cold or acts of God; insects or animals; failure to properly ventilate or winterize the trailer; condensation

and moisture as well as rust and corrosion; mold, fungi, and mildew; failure of the owner to use, maintain, or store the trailer as specified in White's Welding's owner's manual(s); failure to seek and obtain repairs in a timely manner; failure to mitigate damages caused by defects; and any other failure to provide reasonable care and maintenance, including, but not limited to lubricants, sealants, and seals.

### Limitations

1. In all cases, White's Welding reserves the right to fully satisfy its obligations under the Limited Warranties by refunding the lesser of the original purchase price and the then-current list price of the defective component {or, if the component has been discontinued, of the most nearly comparable current product}.
2. White's Welding reserves the right to furnish for any substitute replacement component or product in the event any component is discontinued or is otherwise unavailable.
3. These warranties are nontransferable.
4. Neither White's Welding 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.
5. This Limited Warranty does not cover transportation or freight to or from an authorized service center or to White's Welding for repairs. All transportation and freight charges are the responsibility of the purchaser. White's Welding is not responsible for living arrangement fees, hotel fees, storage fees, cancelation fees, lost vacation fees, or any other fees associated with this Limited Warranty.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE.

### Jurisdiction and Venue

Forum, Jurisdiction, and Waiver of Jury Trial. The parties hereto agree that any action, claim, counterclaim, crossclaim, controversy, proceeding, or suit (referred to collectively as "Action"), whether at law or at equity, whether sounding in tort, contract, or otherwise, at any time arising under or in connection with this agreement, the administration, enforcement, or negotiation of this agreement, or the performance of any obligation with respect to this agreement, may only be brought in a court of the State of Oklahoma located in Oklahoma County, Oklahoma City, OK, or, [if you can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma], and each party WAIVES ANY RIGHT each party MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO SUCH FORUM OR VENUE, UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, AND CONSENTS TO RELIEF ORDERED BY SUCH COURTS. THE PARTIES KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION. IN SUCH ACTION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

### General

- A. White's Welding 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 other trailers that White's Welding built or sold. White's Welding also reserves 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 White's Welding. The fact that White's Welding has provided such measures to a particular trailer or trailer population in no way obligates White's Welding to provide similar accommodations to other owners of similar trailers.

B. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

C. These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

D. WHITE'S WELDING HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF TIME, INCONVENIENCE, LOSS OF USE, TOWING FEES, TELEPHONE CALLS, COST OF MEALS OR LODGING, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

E. 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 THE LIMITED WARRANTY AND TO DEFECTS DISCOVERED AND REPORTED WITHIN THE DURATION OF THE LIMITED WARRANTY.

F. WHITE'S WELDING FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, FAILURE TO WARN OR INSTRUCT, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

G. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation if incidental or consequential damages, so the above exclusion or limitation may not apply to you.

Inquiries regarding these warranties should be sent to:

White's Welding, LLC  
P.O. Box 1761  
Woodward, OK 73802  
(580) 254-3766

Note: Current White's Welding manuals can be found at [www.White'sWeldingLLC.com](http://www.White'sWeldingLLC.com).

THIS LIMITED WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS, INCLUDING BUT NOT LIMITED TO THOSE PROVIDED BY MAGNUSON-MOSS WARRANTY ACT, WHICH VARY FROM STATE TO STATE.