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Gincor Trailer Werx warrants to the original purchaser only that each new steel chassis (hereinafter referred to as "Trailer") manufactured by Gincor Trailer Werx is free from defects in material and workmanship, for the following period:

1st Year – 100%, parts & labour 2nd Year – 50%, parts & labour 3rd Year through 5th Year – 50%, parts only

Gincor Trailer Werx does not warranty deck trailers against excessive wear or abuse. The decking material is not covered under this Warranty.

Gincor Trailer Werx warrants the Live Bottom Drive System for 1-year parts and labour. Gincor Trailer Werx does not warranty the Live Bottom Drive system against excessive wear or abuse.

This warranty applies only when the Trailer is properly maintained and used in Normal Service. For the purposes hereof, "Normal Service" means usage in the manner and for the purposes for which such goods are generally purchased and utilized, and with respect to the loading, unloading and carriage of uniformly distributed legal loads of non-corrosive cargo, properly secured, in a manner which does not subject the Trailer to strains or impacts greater than normally imposed by lawful use on well-maintained public roads. This warranty does not cover components of the Trailer, as they are covered by the component's original manufacturer's warranty (hoists, axles, wheels, tires, brakes, suspensions, ABS and other). Gincor Trailer Werx does not warranty calcium sprayers or any other parts, accessories, or items custom designed or manufactured (Gincor Trailer Werx will pass on the warranty if the items were purchased with it).

Your sole remedy under this warranty is limited to Gincor Trailer Werx repairing or replacing, at the Gincor Trailer Werx facility or authorized repair station, any part or parts thereof, which shall be returned on request to Gincor Trailer Werx, with transportation charges prepaid, and further, Gincor Trailer Werx' examination shall disclose, to its sole and unfettered satisfaction, to have been defective.

Gincor Trailer Werx makes no warranty whatsoever in respect to tires, brake drums and other attaching equipment, or to component parts specified by the customer in place of Gincor Trailer Werx' published standard or optional components. Gincor Trailer Werx also makes no warranty for goods which are not defective but may wear out and must be replaced during the warranty period, including, without limiting the generality of the foregoing, light bulbs, paint and brake linings. No warranty of merchantability is made, and there are no warranties, which extend beyond the description of the face hereof. The warranty provisions described herein shall not apply to any Trailer which shall have been repaired or altered, without the prior approval of Gincor Trailer Werx in any way so as, in the sole judgment of Gincor Trailer Werx to adversely affect its stability, reliability, or durability; neither shall the warranty provisions described apply to any Trailer which has been subjected to misuse, abuse, neglect, accident or incident.

Defects in material and workmanship must be brought to the attention of Gincor Trailer Werx using the Warranty claims form, within fourteen (14) days of discovery, and any correction or repairs must be commenced within thirty (30) days thereafter. A completed Warranty Claims form must be submitted, or the claim can be denied.

On any repairs under warranty, Gincor Trailer Werx must be contacted and its written approval given before any work is completed.

- 1. Gincor Trailer Werx will not, under any circumstances, accept warranty bills that have not received our prior written authorization.
- 2. Gincor Trailer Werx will supply all warranty parts unless otherwise agreed to by Gincor Trailer Werx.
- 3. Invoices covering warranty parts and/or labour that Gincor Trailer Werx considers excessive will be paid based on our cost of such parts and/or labour, as if the work had been completed at the Gincor Trailer Werx facility.
- 4. Invoices submitted requesting warranty must indicate the hourly rate for labour and the labour time expected and actually incurred.

Gincor Trailer Werx makes no warranties except as expressly stated herein and hereby excludes any implied warranty of merchantability or fitness for any particular purpose. It is agreed that Gincor Trailer Werx shall not be liable for incidental or consequential damages resulting from any breach of warranty including, and without limiting the generality of the foregoing, loss of income, damage to vehicle, attachments, trucks or cargo, towing expenses, or injury to or death of persons.

This instrument constitutes the entire agreement between the Trailer Owner and Gincor Trailer Werx and the Trailer Owner understands and agrees that no person is authorized to make any other warranties or representations which will be binding upon Gincor Trailer Werx with respect to the sale of new trailers manufactured by Gincor Trailer Werx