

### MANUFACTURER'S LIMITED WARRANTY

LINX, LLC warrants that each LINX trailer operated by the original purchaser under normal use in the Continental United States will be free from defects in materials and workmanship for a period of one (1) year following the date of first retail purchase, subject to the requirements, exclusions and limitations stated below which will be strictly applied. The obligation of this Limited Warranty shall be limited to repairing or replacing any part or parts, which in the opinion of LINX, LLC are defective in materials or workmanship under normal use and service during the warranty period. Any authorized repairs do not extend the term of this Limited Warranty.

LINX, LLC warrants its paint finish to be consistent with industry standards for a period of ninety (90) days from the date of first retail purchase, with the exceptions of normal use limitations set forth in this Limited Warranty and of deterioration due to use or exposure, such as chipping, scratching, fading, road salt or tar, damage by animals or pressure washing. Warrantable paint repairs are limited to spot repairs and blending consistent with industry standards. Lumber is warranted for a period of ninety (90) days from the date of first retail purchase. This Limited Warranty is reduced from one (1) year to ninety (90) days for any trailer that has been utilized as a rental or in conjunction with rental equipment.

### WARRANTY REGISTRATION

In order to validate this Limited Warranty, you must first document your purchase. A registration card is attached to the Manufacturer's Certificate of Origin provided with each trailer. Complete the registration card and mail it to LINX, LLC, 102 Airport Road, Thomasville, GA 31757, no later than thirty (30) days following the purchase of your LINX trailer. Warranty registration may also be completed electronically by visiting the consumer resource center at <a href="www.linxmfg.com">www.linxmfg.com</a>. Federal law requires this purchase record. Failure to complete and return this warranty registration within the above period will automatically void the warranty.

### STRUCTURE - LIMITED WARRANTY

Subject to the requirements, exclusions and limitations stated below, the structure of your LINX trailer is warranted to the first retail purchaser against defects in materials and workmanship by LINX, LLC, arising from normal use for a period of three (3) years from the date of purchase. The structure is that portion of the trailer which includes the main frame, consisting of the bottom rails, cross members, and the sub frame, excluding the floorboards (where applicable) and running gear.

# PRIOR WRITTEN CONSENT REQUIRED AND RETURN OF DEFECTIVE PARTS REQUIRED

No reimbursement will be made to any dealer or owner for repairs without the prior written consent of LINX, LLC. Any defective part(s) must be sent by prepaid freight to LINX, LLC in order to qualify for replacement or reimbursement under this Limited Warranty.

# **EXCLUSIONS OF COMPONENTS WARRANTED BY OTHERS**

Expressly excluded from this Limited Warranty are any claims related to items that are warranted by their respective manufacturer(s). These items include, but are not limited to, tires, rims, axles, and axle components, brake components, springs and suspension components, couplers and jacks, and any other items purchased and installed by LINX, LLC. Any claims related to these items must be presented to their manufacturer for adjustment. Subject to the other items of this Limited Warranty, LINX, LLC warrantes proper installation of the above-listed items.

### OTHER EXCLUSIONS

This Limited Warranty does not apply and is voided if the trailer has been subject to negligence, accident, abuse, misuse, improper loading or unloading, or has been repaired or altered without the prior written consent of LINX, LLC. Damages caused by failure to provide proper maintenance and repair, loose or improperly torqued lug nuts, use of incorrect or altered hitch ball or improper latching or loose nuts, bolts and screws are not covered by this Limited Warranty. In addition to the above exclusions, LINX, LLC expressly excludes from this Limited Warranty, the following: tow vehicle wiring, replacement and work performed or options installed by others; deterioration of paint and appearance due to use and exposure; loss of time, inconvenience, loss of use of trailer, rental of substitute equipment, loss of revenues or profits, other commercial loss and tow vehicle wear. Any use of the trailer that exceeds the tow vehicle manufacturer's specific limitations are not covered by this Limited Warranty. Normal wear items, including but not limited to, struts, lights, bearings, brakes, brake linings, and tires will not be replaced due to wear and tear. Transportation of any trailer to and/or from your dealer or any LINX, LLC approved repair facility shall be the responsibility of the trailer owner.

## **LIMITATIONS**

The sole responsibility of LINX, LLC under this Limited Warranty shall be to repair and replace parts at a LINX facility; however, under unusual circumstances with prior written approval and at LINX, LLC's discretion, a reasonable allowance maybe made for repair off site. All other obligations or liabilities, including incidental or consequential damages or contingent liabilities arising out of the failure of any parts to operate properly are hereby excluded, including but not limited to, any damages resulting from loss of use, inconvenience, loss of time, commercial loss or any other type of damages, general or specific, foreseen or unforeseen, unless applicable state law provides otherwise.

### **DISCLAIMERS**

This Limited Warranty is expressly in lieu of all other express warranties and representations. LINX, LLC makes no representation or warranty of any kind, express or implied, with respect to LINX trailers whether as to merchantability, fitness for a particular purpose or any other matter. There are not warranties which extend beyond the description on the face hereof. No one, including an authorized LINX dealer, is authorized to make further or additional warranties on behalf of LINX, LLC.

### **DISPUTES**

Any and all disputes and claims of any kind and nature whatsoever arising under this Limited Warranty shall be handled as provided in any agreement of purchase and sale. If such agreement does not include an express provision relating to the handling of disputes and claims, then the following terms shall apply to this Limited Warranty: This Limited Warranty shall be deemed to have been made in the State of Georgia (without regard to the conflict of law principals of the State), including all matters of construction, validity and performance regardless of the location of the trailer. You expressly waive any and all right to a jury trial regarding any dispute hereunder. You hereby irrevocably submit to the exclusive jurisdiction and venue of the courts sitting in Thomas County, Georgia. You hereby irrevocably waive, and hereby agree not to assert by way or motion, defense, or otherwise, any claim that you are not subject personally to the jurisdiction of such courts, that the trailer or any other property of yours is exempt or immune from attachment or execution, that any action brought under this Limited Warranty is brought in an inconvenient forum, that the venue of the action is improper or that this Limited Warranty cannot be enforced by any such courts.

THIS WARRANTY IS NON-TRANSFERABLE FROM THE ORIGINAL RETAIL PURCHASER