

# MAXX-D Trailers Limited Warranty

## 5-2 WARRANTY POLICY DETAILS

### End-User Limited Warranty: Applicable to 2024 and later Model Years<sup>1</sup>

#### 5-Year Structural Warranty:

Subject to the exclusions, void conditions, and other limitations stated below, MAXX-D warrants to the original purchaser (this Limited Warranty is not transferable and does not confer any rights to any subsequent owner) the structure of each MAXX-D trailer to be free of defects in materials and workmanship, under normal use and service, for a period of five (5) years beginning on the earlier of (1) the date the trailer is purchased by the original purchaser or (2) the date one year from the date the trailer was manufactured (the "Warranty Start Date"). This warranty applies only to the main frame of the trailer, which includes and is limited to frame rails, tongue or neck, and cross-members.

#### 2-Year Bumper-to-Bumper Comprehensive Warranty (Parts and Labor):

Subject to the exclusions, void conditions, and other limitations stated below, MAXX-D warrants to the original purchaser (this Limited Warranty is not transferable and does not confer any rights to any subsequent owner) all components, including but not limited to ramps, railings, suspension, lights, and hydraulic dump cylinders, but excluding all structural components, to be free of defects in materials and workmanship, under normal use and service, for a period of two (2) years beginning on the Warranty Start Date. Labor costs for replacing defective components are covered during this period. Structural components (i.e. frame rails, tongue or neck, and cross-members) are not covered by the 2-year Bumper-to-Bumper Comprehensive Warranty and are instead covered by the 5-Year Structural Warranty.

### Warranty Exclusions

**Notwithstanding anything to the contrary elsewhere in this Limited Warranty, damage arising from any of the following is not covered by this Limited Warranty:**

#### 1. Environmental Damage:

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<sup>1</sup> Trailers with a model year of 2023 or earlier are subject to the limited warranty, if any, in place at the time of purchase.

- Damage caused by corrosion, rust, UV exposure, saltwater, or other environmental factors.
- 2. Acts of Nature:**
  - Damage resulting from accidents, floods, hurricanes, or external events beyond MAXX-D's control.
- 3. Improper Use or Loading:**
  - Includes overloading, failure to balance loads properly, or using the trailer outside its intended purpose.
- 4. Unauthorized Repairs or Modifications:**
  - Any repairs or modifications performed without prior written approval from MAXX-D.
- 5. Wear Items**
  - Batteries are warranted for one year. In order to be covered by this warranty, a battery must be tested and the result of such test must indicate that the battery is defective.
  - Normal wear items will not be replaced due to ordinary wear and tear. Normal wear items include, but are not limited to, tires, flooring (all flooring, including wood, blackwood, or steel), paint, brakes, brake linings, bearings, seals, winch ropes, and hoses.

## **Warranty Void Conditions**

Notwithstanding anything to the contrary elsewhere in this Limited Warranty, this Limited Warranty is void and does not apply if:

- The trailer has been subjected to negligence or misuse.
- The Trailer has been loaded beyond its stated capacity.
- The trailer has not been properly maintained, including failure to follow maintenance guidelines as outlined in the owner's manual.

**Notwithstanding these or other terms discharging MAXX-D of any obligation under this Limited Warranty, the provision of service by MAXX-D, authorization of repairs by MAXX-D, or any other attempt to resolve a complaint or request for warranty service shall not constitute a waiver of MAXXD's rights under this Limited Warranty.**

## **Warranty Claim Process**

- 1. Report Defect Promptly:**

- Notify your authorized MAXX-D dealer of any defect within five (5) days of discovery.
- 2. Provide Dealer with Required Documentation:**
  - VIN of the trailer.
  - Detailed description and photos of the defect.
  - Proof of maintenance compliance, if applicable.
- 3. Submit Claim:**
  - Dealers must submit claims to MAXX-D for review.
- 4. Acknowledgment:**
  - MAXX-D will acknowledge claims within 30 days of submission and provide further guidance.
- 5. Defective Part Retention:**
  - Defective parts must be retained for 30 days after claim approval and returned to MAXX-D if requested.

## Limitations on Liability

### 1. Resolution Options:

During years **1 through 5** of the **5-Year Structural Warranty**, MAXX-D defines replacement cost of a **structural component** (frame, rails, tongue or neck, and cross-members) as follows:

Year of Failure	Loss in Value	Reimbursement
Year 1	30% loss in value	<b>70%</b> reimbursement
Year 2	40% loss in value	<b>60%</b> reimbursement
Year 3	50% loss in value	<b>50%</b> reimbursement
Year 4	60% loss in value	<b>40%</b> reimbursement
Year 5	70% loss in value	<b>30%</b> reimbursement

### Additional Considerations:

- **This applies only to structural components** (frame rails, tongue or neck, and cross-members).
- The actual reimbursement amount **may be adjusted** (e.g. less than 60% reimbursement for a failure that occurs in year 2) pursuant to other terms of this Limited Warranty (e.g. applicable exclusions or void conditions).
- **No coverage or reimbursement applies beyond the 5-year structural warranty period.**

**2. Labor Reimbursement:**

- Reasonable labor costs for authorized repairs will be covered, subject to MAXX-D's approval.

**3. No Liability for Incidental or Consequential Damages:**

- MAXX-D is not liable for incidental or consequential damages, including but not limited to any damages arising from downtime, loss of use, towing costs, or inconvenience unless prohibited by state law.

**Disclaimer of Warranties**

**MAXX-D LIMITS THE DURATION OF ALL EXPRESS WARRANTIES TO THE WARRANTY PERIODS DESCRIBED IN THIS LIMITED WARRANTY (I.E. TWO TO FIVE (2-5) YEARS). MAXX-D DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER LIMITED WARRANTIES TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.**

Note: Some states do not allow limitations on how long an implied warranty lasts, so these limitations as to such warranties may not apply to you.

**State-Specific Compliance**

Limitations on liability or exclusions may not apply in states where prohibited by law.