

# EZ Loader Custom Trailer Limited Warranty

6 YEAR CUSTOM TRAILER WARRANTY FOR EZ LOADER'S 60 YEARS IN BUSINESS EZ Loader Custom Boat Trailers, Inc. warrants each new EZ Loader Custom Boat Trailer to be free from defects in materials and workmanship for a period of 5 years from date of retail purchase or 6 years from date of manufacture, whichever comes first. EZ Loader shall repair, or replace, without charge, any parts found to be defective because of imperfect workmanship or materials, within a reasonable time after the trailer is returned at purchaser's expense to any EZ Loader Custom Facility and/or depending on the severity to an authorized distributor or dealer.

### Who is Covered:

This warranty is extended to the original purchaser only and does not extend to any other persons to whom the trailer may be transferred.

#### What is Not Covered:

Provisions of this warranty shall not apply to any product which is found to have been modified or altered in any way; nor shall the warranty apply to any defect or malfunction which was caused by damage, unreasonable use, or failure to provide reasonable and necessary maintenance. The warranty will not cover damage cause by overloading the trailer beyond stated capacities located on the VIN Identification label located on the front of the inside rail of the trailer, improper adjustment of the trailer to the boat or the use of weight distribution hitches in conjunction with hydraulic surge brakes. Due to the highly corrosive conditions a trailer is exposed to, and even after utilizing one of the highest quality finishes, rust formation is not covered. This limited warranty does not cover winches, lights, couplers, actuators, brakes, tongue jacks springs and tires or wheels, as these items are warranted separately by their manufacturer.

#### Other Limitations:

Races, grease type bearings and seals are covered for 90 days, while the Vault™ bearing system is warranted for 5 years from date of purchase or 6 years from manufacturing date. Any implied warranties, obligations, or liabilities, including but not limited to, any implied warranty of merchantability, shall be limited in duration to the six-year duration of this written limited warranty. Some states do not allow limitation on how long an implied warranty lasts, so the above limitation may not apply to you. The use of any unit as part of a rental fleet, or use for commercial purposes, voids this warranty.

## The following are exclusions of EZ Loader Custom Warranty:

Loss of time, inconvenience, towing charges, travel expenses, lodging, telephone, gas, loss or damages to personal property or loss of wages. This warranty is intended to comply with the "Magnusson Moss Warranty Federal Trade Commission Improvement Act" and any provisions of this warranty or actions taken by EZ Loader Custom Boat Trailers pursuant to this warranty shall be construed accordingly.

EZ Loader Boat Trailers, Inc. shall not be liable for any incidental or consequential damages for breach of this or any other warranty, express or implied. Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. The 5 year from retail sale / 6 year from manufacturing date warranty went into effect 7/1/12 for trailers manufactured after that date.

For more information, call 870-481-5138 or e-mail <u>customwarranty@ezloader.com</u>.