

# **Limited Warranty**

CRITERION TRAILERS, LLC warrants that each CRITERION TRAILER operated by the original purchaser under normal use in the continental United States or Canada will be free from defects in materials and workmanship for one year following the original purchase, subject to the requirements, exclusions and limitations stated below. Enclosed trailers carry a three-year warranty on structure. The obligation of this warranty shall be limited to repairing or replacing any part or parts, which in the opinion of the factory are defective in materials or workmanship under normal use and service during the warranty period commencing with the date of the first retail purchase. If the trailer is rented or used for commercial hauling this Limited Warranty is null and void.

## YOU MUST SEND US / RECORD YOUR PURCHASE

In order to validate this Limited Warranty, you must 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 CRITERION TRAILERS, LLC, 607 GARBER ST. CALDWELL, ID 83605, no later than ten (10) days following the purchase of your CRITERION TRAILER. Warranty registration may also be completed electronically by visiting the consumer resource center at www.criteriontrailers.com. Federal law requires this purchase record. Failure to complete and return this warranty registration within the above period will automatically void the warranty.

### LIMITED WARRANTY - STRUCTURE

Subject to the requirements, exclusions and limitations stated below, the structure of your CRITERION TRAILER is warranted to the original retail purchaser against defects in materials and workmanship by CRITERION TRAILERS, LLC. from normal use for a period of one (1) year for utility trailers and three (3) years for enclosed trailers 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, side posts and exterior walls, roof rails and bows, and the sub-frame, excluding the floorboards and running gear.

### ONE YEAR LIMITED WARRANTY

Subject to the requirements, exclusions and limitations stated below, all other components (electrical, lights, mechanical jacks, fiberglass, doors, sealants, locks, and couplers) of your CRITERION TRAILER are warranted to the original retail purchaser against any defect in the materials and workmanship by CRITERION TRAILERS, LLC arising from normal use for a period of one (1) year from the date of purchase.

### **EXCLUSION OF ITEMS WARRANTED BY OTHER MANUFACTURERS**

Expressly excluded from the Limited Warranty are any claims related to items that are warranted by their manufacturer. These items include, but are not limited to: tires, rims, axles, and axle components including, without implied limitation, tow in/tow out and camber on axle; brake components; springs and suspension components; couplers and jacks; and any other items purchased and installed by CRITERION TRAILERS, LLC. Any claims related to these items must be presented to their manufacturer for adjustment. Subject to the other terms of this Limited Warranty, CRITERION TRAILERS, LLC Warrants proper installation of the above listed items.

### OTHER EXCLUSIONS NOT COVERED BY THIS LIMITED WARRANTY

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subject to negligence, accident, abuse, misuse, improper loading, or has been repaired or altered without the prior written consent of CRITERION TRAILERS, 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 (maintaining necessary tightness is the owners responsibility) are not covered by this Limited Warranty.

In addition to the above exclusions, CRITERION TRAILERS, 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 other commercial loss; and tow vehicle wear. The trailer covered by this Limited Warranty is designed to be towed by a vehicle with up to one (1) ton capacity, and any use of the trailer that exceeds the tow vehicle manufacturer's specific limitations are not covered by this Limited Warranty.

"Screwless" or "Bonded" trailers that have panels come loose from the sidewalls are not covered under warranty. The remedy for this situation is to have the seams screwed. The manufacturer will send screws directly to the customer to repair themselves. No labor will be paid. The manufacturer will also send screws to a dealer to install where normal warranty rates apply.

# PRIOR WRITTEN CONSENT REQUIRED AND RETURN OR DEFECTIVE PARTS REQUIRED

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

### LIMITATION

CRITERION TRAILERS, LLC'S RESPONSIBILITY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF PARTS AT THE CRITERION TRAILER FACTORY, OR FOR A REASONABLE ALLOWANCE, AT ANOTHER PLACE APPROVED IN WRITING BY CRITERION TRAILERS, LLC. IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE TRAILER CAUSED BY LACK OF REPAIRS.

### DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY NOT EXPRESSLY PROVIDED HEREIN WHICH BUT FOR THIS PROVISION MIGHT ARISE BY OPERATION OF LAW. INCLUDING ANY EXPRESS WARRANTIES MADE OUTSIDE THIS LIMITED WARRANTY, IMPLIED WARRANTIES OF MERCHANTABILITY, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT. THESE WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE (1) YEAR. UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE. UNDER NO CIRCUMSTANCES SHALL CRITERION TRAILERS, LLC BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL. INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, UNLESS ANY STATE LAW PROVIDES OTHERWISE, NO ONE, INCLUDING AUTHORIZED CRITERION TRAILER DEALERS. IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF CRITERION TRAILERS. LLC. AUTHORIZED REPAIRS DO NOT EXTEND THE TERM OF THIS LIMITED WARRANTY.

### THIS WARRANTY IS NON-TRANSFERABLE FROM THE ORIGINAL OWNER

Criterion Trailer, LLC, 607 Garber St., Caldwell, ID 83605

### Revised 08.07.18