

FELLING TRAILERS

FIVE YEAR LIMITED WARRANTY POLICY

WARRANTY: **FELLING** Trailers, Inc. warrants your trailer will be free from defects in materials and workmanship, to the original purchaser. The trailer warranted hereunder must be operated by the purchaser in accordance with the practice approved by **FELLING** Trailers, Inc., with loads not exceeding the manufacturer's rated capacities and subject to all terms and conditions of this limited warranty. A copy of this signed warranty must be returned to **FELLING** Trailers, Inc. at the address listed within 10 days of the date of purchase or all warranties will be null and void. The address to send the warranty or contact for information is: **FELLING** Trailers, Inc. Warranty Department, 1525 Main Street South Sauk Centre, MN 56378. Fax information to: (320)352-5230. Email information to: warranty@felling.com.

NOTE:

ALL WARRANTY WORK MUST BE PRE-AUTHORIZED BY **FELLING TRAILERS, INC. WARRANTY MANAGER.** Failure to do so will result in no warranty payment of any kind. Labor amounts will be determined from the flat rate shop manual, not to exceed \$75.00 per hour. Contact the Warranty Manager to verify your labor rate.

FELLING Trailers, Inc.'s sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted trailer, which shall be returned to **FELLING** Trailers, Inc.'s factory location or authorized service facilities within five (5) years from the date of delivery to the original trailer purchaser, and which **FELLING** Trailers, Inc.'s examination shall disclose to its satisfaction to have been defective; provided, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such a defective trailer is returned by the purchaser to a location authorized by the Warranty Department of **FELLING** Trailers, Inc. with transportation and freight charges prepaid.

The customer may be required to deliver defective trailer to **FELLING** Trailers, Inc. if the trailer was destroyed as a result of defect covered in this warranty and the **FELLING** Trailers, Inc. Warranty Department is reasonably satisfied that the trailer was defective at the time of the sale.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION, OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF **FELLING TRAILERS, INC. THIS **FELLING** TRAILERS, INC. WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.**

REPAIR: **FELLING** Trailers, Inc. shall warrant the MAIN FRAME of the trailer for a period of five (5) years. Warranty coverage includes cracking, deformation, weld failure, paint peeling and excessive corrosion. Hydraulic components are warranted for a period of two (2) years.

Components manufactured by **FELLING** Trailers, Inc. (other than Main Frame) and Components supplied by other manufacturers shall be warranted under the following schedule:

I. Axles (Dexter Axles -2 year warranty), Suspension, Wheels, Rims, Hubs, Trailers, Inc. Manufactured Components FELLING	1 Year Over 1 Year	100% 0%
II. Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Landing Gear	1 Year Over 1 Year	100% 0%
III. Tires		Warranty claims must be made directly to the tire dealers.

WARRANTY POLICY CONTINUED

IV. Paint Warranty. Does not cover Wear, Misuse, Rock Chips, Deterioration and/or Damage from Road Elements, Improper Wash Solvents, Salt, Sand and/or Weather Conditions. Any Damage Caused by or Attributed to any act of God whatsoever is not covered by Manufacturer's Warranty.	3 Years Over 3 Years	100% 0%
V. Wood Products (if any)		0%

Your maintenance schedule shall be followed as dictated according to the appropriate manufacturer, to keep the warranty in force. The maintenance schedule is in your trailer packet.

Any modification, alteration or repair to any product manufactured by **FELLING** Trailers, Inc. without their prior knowledge and consent, will void manufacturer's warranty.

This warranty does not expand, enlarge upon or alter in any way, the warranties provided by the original manufacturers and suppliers of component parts and accessories. All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of **FELLING** Trailers, Inc.'s product will be assigned, if contractually permitted to the purchaser. This warranty excludes such parts or accessories which are not defective but may wear out and have to be replaced during the warranty period, including, but not limited to normal wear items, light bulbs, paint, brake lining, brake drums, decking and the like. (Tire Warranties are expressly excluded from **FELLING** Trailers, Inc. warranty herein.) Purchaser is expected to pay for all repairs or replacement costs including any applicable freight in connection with this agreement, including sales and other taxes immediately upon completion of work performed. The warranty claim will be reviewed by **FELLING** Trailers, Inc. or the applicable vendor. If found to be covered by the said warranty and within the specified warranty time frame the customer would receive reimbursement of all or partial fees previously paid not including freight charges.

LIMITED OF LIABILITY: **FELLING** Trailers, Inc. shall not be liable to purchaser for any incidental or consequential damages suffered by purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by **FELLING** Trailers, Inc., any loss of or damage to any cargo loaded or shipped in or on our trailer, loss of anticipated profits, transportation expenses due to repair, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage of loss of any nature arising at any time or from any cause whatsoever. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

LIMITATION OF REMEDY: In the event of **FELLING** Trailers, Inc. failure to repair the trailer subject to the warranty contained herein, the purchaser's sole and exclusive remedy against **FELLING** Trailers, Inc. shall be for the repair or replacement of any defective part or parts of the trailer subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as **FELLING** Trailers, Inc. is willing and able to repair or replace defective parts in the prescribed manner.

This warranty is not transferable by the original purchaser. **FELLING** Trailers, Inc. reserves the right to modify or improve its products covered by this warranty.