

Warranty

9. DOWN TO EARTH TRAILERS LIMITED WARRANTY

Down To Earth Trailers warrants products manufactured by it to be free from defects in materials and workmanship for 12 months from the date of manufacture (paint and cosmetics carries a 30 day warranty), under normal use and service. Products are dated both on the Certificate of Origin and on the VIN label attached to the trailer. The sole and exclusive obligation of **Down To Earth Trailers** is to repair, at its option, free of charge for parts and labor, any part which is defective in materials or workmanship under normal use and service. All returns for credit are subject to inspection and testing at the manufacturer's location before actual determination is made to allow credit. **Down To Earth Trailers** does not warrant products not manufactured by it, such as, axles, tires, wheels, couplers, jacks, but assigns to the purchaser any warranty extended by the manufacturer of such products. This warranty is void if the product is altered or repaired by anyone other than **Down To Earth Trailers** or an authorized agent of **Down To Earth Trailers**. This warranty is also void if there is a failure to maintain the products as recommended by **Down To Earth Trailers** and the various manufacturers of various components going in the manufacturer of the trailers. In case of defect, the trailer shall be returned to **Down To Earth Trailers** at the dealer's or user's expense. **Down To Earth Trailers** will make the determination and necessary repairs if so determined. ***Overloading or willful misuse of the trailer will void the warranty.*** This writing constitutes the only warranty made by **Down To Earth Trailers** with respect to its products.

Buyer acknowledges that **Down To Earth Trailers** is not an insurer and assumes no risk for loss or damages or the cost of any inconvenience, transportation damages, misuse, abuse, accident or similar incident.

Down To Earth Trailers gives no warranty, express or implied, of merchantability, fitness for any particular purpose, or otherwise which extend beyond the description on the face hereof. Under no circumstances shall **Down To Earth Trailers** be liable for any loss of or damage to property, direct, incidental or consequential, arising out of the use of, or inability to use **Down To Earth** products. Furthermore, **Down To Earth Trailers** shall not be liable for any personal injury or death which may arise in the course of, or as a result of, personal, commercial or industrial use of its products.

Within five (5) days after discovering a problem with your **Down To Earth Trailer**, return your trailer for inspection to your **Down To Earth** dealer where you bought your trailer. If your dealer cannot repair the problem free of charge and you want to file a claim under this warranty, your local dealer must send to **Down To Earth Trailers** by registered mail a warranty claim form, together with all the required information within ten (10) days of the discovery of your defect. The warranty claim form must list the defective components. All defective parts must be returned prepaid to the manufacturer's address. In some instances, photos or digital images will be required along with the defective parts. Repairs made at an

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approved agent of **Down To Earth Trailers** must first be approved in writing by **Down To Earth Trailers**. Under no circumstances shall **Down To Earth Trailers** pay for unapproved repairs or reimburse the end user or dealer for any defective parts that have not been returned to **Down To Earth Trailers** for inspection.

This warranty replaces all previous warranties and is the only warranty made by **Down To Earth Trailers**. "**Down To Earth**" is registered as a Georgia Corporation and located in Baxley , Georgia USA .

Any legal matter arising out of the exercise of this warranty shall be resolved either by using an independent arbitration forum made up of three people knowledgeable in the trailer industry or in the civil courts of Appling County (Baxley) Georgia USA.