

EXPRESS CUSTOM TRAILER MFG INC LIMITED WARRANTY AGREEMENT

Limited Warranty

EXPRESS CUSTOM TRAILER MFG. INC. provides a 14-Day Return Window warranty for standard retail product (see Return of Non-Defective Products below) and the following limited warranty for all other products and service.

This limited warranty extends only to the original purchaser.

Please note that any warranty services or questions must be accompanied by the order number from the transaction through which the warranted product was purchased. **The order/invoice number serves as your warranty number and must be retained.** EXPRESS CUSTOM TRAILER MFG. INC. will offer no warranty service without this number.

EXPRESS CUSTOM TRAILER MFG. INC. warrants this product and its parts against defects in materials or workmanship for **24 months for parts and labour and 6 months for paint** from the original invoice date. During this period, EXPRESS CUSTOM TRAILER MFG. INC. will repair or replace defective parts with new or reconditioned parts at EXPRESS CUSTOM TRAILER MFG. INC.'s option, without charge to you. Resold parts, accessories and equipment are limited to 12 months.

Up to \$250.00 or 25% or the invoice cost (Which ever arrives first) of the shipping fees incurred from returns for under-warranty service in the first 14-days will be paid by EXPRESS CUSTOM TRAILER MFG. INC. All additional shipping fees for under-warranty service and shipping fees both to and from EXPRESS CUSTOM TRAILER MFG. INC. following this 14-day period must be paid by the customer. All returns, both during and following the 14-day period, must be affected via the Procedures for Obtaining Warranty Service described below.

All original parts (parts installed by EXPRESS CUSTOM TRAILER MFG. INC. at the original system build) replaced by EXPRESS CUSTOM TRAILER MFG. INC. or its authorized service center, become the property of EXPRESS CUSTOM TRAILER MFG. INC. Any after-market additions or modifications will not be warranted. The product system owner is responsible for the payment, at current rates, for any service or repair outside the scope of this limited warranty.

EXPRESS CUSTOM TRAILER MFG. INC. makes no other warranty, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to this product other than as set forth below. EXPRESS CUSTOM TRAILER MFG. INC. makes no warranty or representation, either express or implied, with respect to any other manufacturer's product or documentation, its quality, performance, merchantability, fitness for a particular purpose, or conformity to any representation or description.

Except as provided below, EXPRESS CUSTOM TRAILER MFG. INC. is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use the product. Under no circumstances shall EXPRESS CUSTOM TRAILER MFG. INC. be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the product.

The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

Warranty Conditions

The above Limited Warranty is subject to the following conditions:

1. This warranty extends only to products distributed and/or sold by EXPRESS CUSTOM TRAILER MFG. INC. It is effective only if the products are purchased and operated in Canada.
2. This warranty covers only normal use of the product. EXPRESS CUSTOM TRAILER MFG. INC. shall not be liable under this warranty if any damage or defect results from (i) misuse, abuse, neglect, improper shipping or installation; (ii) disasters such as fire, flood, lightning or improper electric current; or (iii) service or alteration by anyone other than an authorized EXPRESS CUSTOM TRAILER MFG. INC. representative; (iv) damages incurred through irresponsible use, including those resulting from extreme off-road, abrasive or corrosive environments, overloading, or other non-recommended practices.
3. This warranty extends to corrosion only within the first 30 days from the invoice dates.
4. You must retain your bill of sale or other proof of purchase to receive warranty service.
5. No warranty extension will be granted for any replacement part(s) furnished to the purchaser in fulfillment of this warranty.
6. EXPRESS CUSTOM TRAILER MFG. INC. and its Authorized Service Centers accept no responsibility for any tools, accessories or other contents stored in/on or attached to the product(s) returned for repair to EXPRESS CUSTOM TRAILER MFG. INC..
7. This warranty does not cover any third party parts, accessories or equipment.
8. EXPRESS CUSTOM TRAILER MFG. INC. makes no warranty either expressed or implied regarding third-party (non-EXPRESS CUSTOM TRAILER MFG. INC.) parts, accessories or equipment.
9. The 14-day Return Window does not include product which has been custom modified either by EXPRESS CUSTOM TRAILER MFG. INC., the Customer or any third party.
10. EXPRESS CUSTOM TRAILER MFG. INC. makes no warranty for loss of work, travel or any other expense incurred due to product failure.

Return of Non-Defective Products

A non-defective product, which was not custom built or modified, may be returned to EXPRESS CUSTOM TRAILER MFG. INC. within fourteen (14) days of the invoice date for a refund of the original purchase price with the following amendments/fees:

1. EXPRESS CUSTOM TRAILER MFG. INC. will refund neither the original shipping cost nor the shipping and handling fees incurred from the products return. If the original purchase was made under a "Free Shipping" promotion then a standard \$40 fee will be deducted from any return in counter to that offer.

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- No refund will be granted for products which have been modified, used, or tampered with in any way which jeopardized EXPRESS CUSTOM TRAILER MFG. INC.'s ability to remarket or resell the product. EXPRESS CUSTOM TRAILER MFG. INC. maintains full discretion in decisions regarding a products fitness for return.
- Any non-defective returns are subject to a 15% restocking fee, which percentage is taken from the final purchase price less any shipping or handling charges.
- Quantity purchases may not be eligible for return to which EXPRESS CUSTOM TRAILER MFG. INC. maintains full discretion in decisions regarding multiple product returns.

To return a defective product, please contact our Customer Service Department for a Return Merchandise Authorization (RMA) number and follow the Return of Products Instructions below. The RMA is valid for 14 days from date of issuance. **Returns will not be accepted without an RMA.** Manufacturer restrictions do apply. Any item missing the UPC on the original packaging may not be returned.

Procedures for Obtaining Warranty Service

RMA (Returning Merchandise Authorization) Policy:

If repairs are required, the customer must obtain a RMA number and provide proof of purchase. RMA and services are rendered by EXPRESS CUSTOM TRAILER MFG. INC. or and Authorized Service Centre only. Any shipping costs after 30 days (starting from the original date of purchase) on any item returned for repair is the customers' responsibility. All returned parts must have a RMA number written clearly on the outside of the package along with a letter detailing the problems and a copy of the original proof of purchase. No COD packages will be accepted. No package will be accepted without a RMA number written on the outside of the package. RMA numbers are only valid for 14 days from the date of issue.

Should you have any problems with your product, please follow these procedures to obtain the service:

- Contact an Authorized technical support representative of EXPRESS CUSTOM TRAILER MFG. INC. **1(800)688-6840** or email us at **email@expresscustom.com**. If an authorized technical support representative is not available, and the repair is urgent, take the product to a local repair facility for an estimation of the repairs. The repair facility must then contact an Authorized technical support representative of EXPRESS CUSTOM TRAILER MFG. INC.
- If the product must be repaired, a RMA number (Return Merchandise Authorization Number) will be issued for shipment or as authorization to a local repair facility. Please follow the instructions given by EXPRESS CUSTOM TRAILER MFG. INC. technical support staff to ship your product. EXPRESS CUSTOM TRAILER MFG. INC. will not accept any shipments or authorize any repairs without a RMA number. An RMA will not be issued to the repair facility without a repair quote. Should the repair quote exceed a reasonable repair cost, the customer may choose to either take the product to another facility for quote, or pay fees which exceed the reasonable repair cost.

- EXPRESS CUSTOM TRAILER MFG. INC. will not be responsible for shipping damage/loss of any product. It is very important that you write the RMA number clearly on the outside of the package. Ship the product with a copy of your bill of sale or other proof of purchase, your name, address, phone number, description of the problem(s), and the RMA number you have obtained to:

EXPRESS CUSTOM TRAILER MFG. INC. Product Service Center

RMA# _____

ADDRESS

- Upon receiving the product, EXPRESS CUSTOM TRAILER MFG. INC. will repair or replace your product (at EXPRESS CUSTOM TRAILER MFG. INC.'s discretion) and attempt to expedite the repair..

Post Warranty Repairs

For post warranty repair, the procedure is the same as outlined above for RMA and shipping. However, you are responsible for shipping charges both ways, current labour (\$79 per hour if not under warranty), and the current price of part(s) used in repair.

Technical Support:

· **1(800)688-6840** **email@expresscustom.com**

WARRANTY EXCLUSIONS

EXPRESS CUSTOM TRAILER MFG. INC. does not offer technical support for any product installed. EXPRESS CUSTOM TRAILER MFG. INC. accepts no liability for problems caused by after-market products, accessories, equipment, modifications or additions. **EXPRESS CUSTOM TRAILER MFG. INC.** is not responsible for giving any technical support concerning the installation or integration of any software or component the customer did not pay **EXPRESS CUSTOM TRAILER MFG. INC.** to install.. **EXPRESS CUSTOM TRAILER MFG. INC.** is not responsible for any loss of work ("down time") caused by a product requiring service. This warranty is null and void if the defect or malfunction was due to damage resulting from operation not within manufacturer specifications. It will also be null and void if there are indications of misuse and/or abuse. **EXPRESS CUSTOM TRAILER MFG. INC.** has the option of voiding the warranty if anyone other than an **EXPRESS CUSTOM TRAILER MFG. INC.** technician or authorized facility attempts to service the product. **EXPRESS CUSTOM TRAILER MFG. INC.** will not warrant any problems arising from an act of God (lighting, flooding, tornado, etc.), electrical spikes or surges, or problems arising out of hardware, software, or additional devices added to complement any system/component bought at **EXPRESS CUSTOM TRAILER MFG. INC.** Under no circumstances will EXPRESS CUSTOM TRAILER MFG. INC. be responsible for any refund or remuneration exceeding the original purchase price of the product less any shipping fees. **EXPRESS CUSTOM TRAILER MFG. INC.** will not be held responsible for typographical errors on sales receipts, repair tickets, or on our website. EXPRESS CUSTOM TRAILER MFG. INC. makes every effort to make sure all information on our website is correct.