

ROGERS WELDING, LLC DBA

HUNTSVILLE TRAILERS

3240 AL HWY 53 NW

HUNTSVILLE, AL 35806

PHONE: 256-203-5616

WWW.HUNTSVILLETRAILERSALES.COM

WARRANTY STATEMENT



MANUFACTURER'S LIMITED WARRANTY FOR ALL PRODUCTS MANUFACTURED BY ROGERS WELDING LLC AND SOLD UNDER THE "ROGERS WELDING" LABEL ARE SUBJECT TO SPECIFIC AND IMPLIED WARRANTIES AS FOLLOWS:

Rogers Welding or Huntsville Trailers, LLC warrants that each Rogers Welding 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 (1) year following the original purchase, subject to the requirements, exclusions and limitations stated below which will be strictly applied.

THREE YEAR LIMITED WARRANTY

Subject to the requirements, exclusions and limitations stated below, the structure of your Rogers Welding trailer is warranted to the original retail purchaser against defects in materials and workmanship by Rogers Welding, LLC, arising from normal use for three (3) years 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, and the sub frame, excluding the floorboards (where applicable) and running gear.

EXCLUSIONS

1. Rogers Welding, LLC warrants its paint finish to be consistent with industry standards for 90 days from the date of original retail purchase, with the exceptions of "normal use" limitations set forth below and of deterioration due to use or exposure, such as chipping, scratching, fading, cracks in caulk seams, road salt or tar, damage by animals or pressure washing. Warrantable paint repairs are limited to spot repairs and blending consistent with standards in the trailer industry.
2. Lumber is warranted for 90 days from the date of original retail purchase.
3. Any trailer utilized as a rental unit or as part of a rental combination with rental equipment is warranted for 90 days from the date of original retail purchase.

EXCLUSION OF COMPONENTS WARRANTED BY OTHER MANUFACTURERS

Tires, axles, brake components, springs and suspension components, couplers, jacks and batteries purchased and installed by Rogers Welding, LLC are warranted by their respective manufacturers and are excluded from this Rogers Welding Limited Warranty.

NORMAL USE, NO REPAIRS OR ALTERATIONS

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subjected to negligence, accident, abuse, misuse, neglect, overload or has been repaired or altered without the prior written consent of Rogers Welding, LLC. Normal wear items, including but not limited to struts, lights, bearings, brakes, brake linings, tires and batteries will not be replaced due to wear.

TRANSPORTATION COSTS EXCLUDED

Transportation of any trailer to and/or from your dealer or Rogers Welding approved repair facility shall be the responsibility of the trailer owner. Rogers Welding, LLC shall not be liable for any such costs.

PRIOR WRITTEN CONSENT REQUIRED AND RETURN OF DEFECTIVE PARTS REQUIRED

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

OTHER PRODUCTS EXCLUDED

This Limited Warranty applies exclusively to trailers manufactured by Rogers Welding LLC. Any products not manufactured by Rogers Welding, LLC are specifically excluded from this warranty. Authorized repairs do not extend the term of this Limited Warranty.

LIMITATIONS

THE SOLE RESPONSIBILITY OF ROGERS WELDING, LLC UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR AND REPLACE PARTS AT ROGERS WELDING ; HOWEVER, UNDER UNUSUAL CIRCUMSTANCES WITH PRIOR WRITTEN APPROVAL AND AT ROGERS WELDING , LLC'S DISCRETION, A REASONABLE ALLOWANCE MAY BE MADE FOR REPAIR OFF SITE. ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF ANY PARTS TO OPERATE PROPERLY ARE HEREBY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COMMERCIAL LOSS OR ANY OTHER TYPE OF DAMAGES, GENERAL OR SPECIFIC, FORESEEN OR UNFORESEEN, UNLESS APPLICABLE STATE LAW PROVIDES OTHERWISE.

DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS. ROGERS WELDING, LLC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ROGERS WELDING/ HUNTSVILLE TRAILERS WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO ONE, INCLUDING AN AUTHORIZED ROGERS WELDING DEALER, IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF ROGERS WELDING, LLC ALL IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR INTENDED USE ARE LIMITED TO WARRANTY PERIODS STATED ABOVE, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.

DISPUTES UNDER THIS LIMITED WARRANTY

Any and all disputes and claims of any kind and nature whatsoever arising under this Limited Warranty shall be handled as provided in any agreement of purchase and sale for the Product.

If such agreement does not include an express provision relating to the handling of disputes and claims, then the following terms shall apply to this Limited Warranty: This Limited Warranty shall be deemed to have been made in the State of Alabama (without regard to the conflict of law principals of the State), including all matters of construction, validity and performance regardless of the location of the Product. You expressly waive any and all right to jury trial regarding any dispute hereunder. You hereby irrevocably submit to the exclusive jurisdiction and venue of courts sitting in Madison County, Alabama, You hereby irrevocably waive, and hereby agree not to assert by way or motion, defense, or otherwise, any claim that you are not subject personally to the jurisdiction of such courts, that the Product or any other property of yours is exempt or immune from attachment or execution, that any action brought under this Limited Warranty is brought in an inconvenient forum, that the venue of the action is improper or that this Limited Warranty cannot be enforced by any such courts.

The undersigned dealer, by signing this Rogers Welding, LLC Limited Warranty, states that he/she has informed and explained to the purchaser all limited warranty and claim procedures and will perform all responsibilities of the dealer under this Limited Warranty and under the Dealer's Agreement between the dealer and Rogers Welding, LLC.

WARNINGS!

- BE SURE THAT THE **HITCH BALL** ON ANY TOWING VEHICLE **MATCHES** THE DIMENSION OF THE **TRAILER COUPLER**.
- BE SURE THAT YOU SECURE ALL **SAFETY CHAINS** AND **BREAK-AWAY BRAKING SYSTEMS** BEFORE EACH USE.
- BE SURE THAT **LUG NUTS** ARE TIGHT BEFORE EACH USE.
- BE SURE TO CLOSE AND SECURE ALL **DOORS AND/OR GATES** BEFORE TOWING.

- ROAD WORTHINESS OF THE UNIT ALWAYS REST IN THE HANDS OF THE INDIVIDUAL TOWING THE UNIT. INSPECT YOUR TRAILER BEFORE EVERY TOW AND NOTIFY THE MANUFACTURER OF ANY ISSUE UPON DISCOVERY.

ROGERS WELDING LLC DBA HUNTSVILLE TRAILERS

3240 Highway 53
Huntsville, Alabama 35806
(256) 469-6246 PHONE/FAX
(256) 203-5616 PHONE
rogersweldnfab@gmail.com
huntsvilletrailersales@gmail.com

Website: huntsvilletrailersales.com

.....
Return Bottom Portion Only (Include the Registration form on bottom of MCO)
.....

By signing this Limited Warranty, THE PURCHASER ACKNOWLEDGES THAT THEY HAVE READ THE ABOVE LIMITED WARRANTY AND AGREES THAT, SHOULD ANY WARRANTY CLAIMS BE MADE BY THEM (THE PURCHASER), THEY WILL FOLLOW THE PROCEDURES AS SET FORTH ABOVE.

DEALER:

PURCHASER:

Purchaser Signature

Print Name: _____

Mailing Address: _____

Telephone Number: _____

DATE PURCHASED: _____

PRODUCT VIN#: _____