



## **POLYJOHN TRAILER LIMITED PRODUCT WARRANTY**

PolyJohn Enterprises warrants to the Purchaser that the Trailer sold to Purchaser is merchantable in quality and fit for the ordinary purpose for which it was intended, free from defects in material and in its manufacture for a period of one year (the "Warranty Period") from the date of purchase. Any misuse or abuse of the Trailer or component thereof or failure to properly follow recommended procedures shall void this warranty. PolyJohn's responsibility with respect to their Trailers or components thereof shall be limited to the foregoing.

1. In the event that the PolyJohn Trailer (1 year limited warranty) or component thereof proves defective in material or workmanship during the Warranty Period, claims regarding the Trailer or component thereof shall be made by following the online submission form\*\* stating the nature of the defect and that such claim occurred within the Warranty Period. On verification that the claim is valid, PolyJohn shall replace the Trailer, or component thereof, found to be defective. Purchaser will be responsible for any shipping costs incurred.
2. The warranty shall be void where the unit has been subject to misuse, neglect, alteration, modification, accident or where repair parts or actual repairs have been supplied and/or performed without PolyJohn authorization. PolyJohn makes no warranty with respect to trade accessories (axles, tires, wheels, etc.). This includes labor charges involved with trade accessories. Loading in excess of gross vehicle load ratings stated on the certificate plate will invalidate any and all warranties. Damage caused by failure to check and torque lug nuts properly is not covered by warranty. Normal wear items will not be replaced due to wear.
3. PolyJohn shall in no case be liable for any damage to any property (other than the defect in the Trailer, or component thereof, sold by PolyJohn), or for indirect, special, incidental or consequential loss or damage caused to Purchaser, or any customer thereof, even if PolyJohn has been advised of such loss or damage, whether in contract, tort or otherwise. No obligation exists to replace the PolyJohn Trailer, or component thereof, should there be evidence that the Trailer or component thereof, was subject to improper use, acts of God, handling, storage or assembly by the Purchaser.
4. In the event of any valid warranty claim against PolyJohn, PolyJohn shall not be responsible to Purchaser and will not bear liability for damages, however caused, to persons or property or for the loss of anticipated profits or for any direct, indirect or consequential damages suffered by Purchaser, or any employee or property thereof.

### **Warranty Disclaimer**

PolyJohn's terms of sale are FOB (Free on Board Shipping Point). Meaning buyer takes on responsibility once it leaves PolyJohn's shipping dock. The carrier is wholly responsible for any damage incurred during transit. Important notice: All concealed/non-notated damages must be reported within 5 business days of delivery (1<sup>st</sup> day is the day of delivery) as per the National Motor Freight Classification (NMFC) – Rule 300100 - for a damaged claim to be filed. Reporting after this time will void a claim.

In order to prevent warranty disputes follow these steps immediately when receiving your products:

1. Inspect the shipment immediately and insist that visible damages be indicated on your copy of the freight bill. If they are not noted on the freight bill it is very likely a claim will be denied.
2. Open the shipment if necessary, and inspect for any concealed damages.
3. If there are any damages that you cannot operate with you may refuse shipment. After you do this contact us immediately

#### **Filing Process for Warranty**

PolyJohn reserves the right to request inspection of products for verification of defect, which may include returning some or all of the parts with shipping paid for by the purchaser. Once the items have been returned, inspected, and PolyJohn is found at fault shipping costs will be reimbursed. You may contact PolyJohn to arrange for return shipping if desired.

To file your warranty claim follow these steps:

1. *Go to [polyjohn.com/warranty/](http://polyjohn.com/warranty/)*
2. *Fill out necessary contact information*
3. *Fill in invoice number, date of purchase, product, and product serial numbers.*
4. *Upload an images of affected products*
5. *Submit and someone will be in contact with you as soon as possible.*

**THIS WARRANTY IS IN LIEU OF ALL PRIOR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**