

STUMP'S SMOKERS, LLC

LIMITED TRAILER WARRANTY

I. DEFINITIONS.

“PURCHASER” shall mean the Original Purchaser of the TRAILER, as identified in the Sales Invoice and Warranty Registration form.

“SELLER” shall mean Stump’s Smokers, LLC

“TRAILER” shall mean trailer identified WITH VIN # in the Warranty Registration form.

“WARRANTY REGISTRATION FORM” shall mean the registration form provided by Seller to Purchaser, upon delivery of the Trailer.

“PART” shall mean any component use on the TRAILER build manufactured by SELLER.

II. THIS AGREEMENT COVERS

For a period of one (1) years from the date of SELLER’S delivery of the TRAILER, SELLER agrees to replace or repair at SELLER’S option any PART that fails to function in normal service. SELLER reserves the right to designate its responsibility and its decision shall be final. No other express warranty is given and no affirmation of SELLER, by words or action, will constitute a warranty. SELLER neither assumes liability nor authorizes any person to assume for it any liability in connection with SELLER.

This Warranty is limited to defective parts replacement only. In case where SELLER deems a PART to be defective, SELLER will replace or repair the PART. PURCHASER agrees to pay all applicable shipping or transportation charges involved in the mailing of defective item (s) for replacement of repair. No third party shall without the written consent of SELLER to make any repairs or alterations to TRAILER.

The manufacturers of accessories and/or component items shall have sole authority to determine warranty limitations as related to their products. This includes, but shall not be limited to: axles, springs, brakes, actuators, hitches, lights, jacks, winches, tires wheels and any aftermarket products installed on the trailer. SELLER does not represent any interest of the aforementioned manufactures.

III. WHAT THIS AGREEMENT DOES NOT COVER

SELLER will not pay anything under this Warranty that is related to:

1. Normal maintenance of the TRAILER;
2. Parts or service provided by any third party;
3. Rust damage.
4. Tire Wear
5. Brake Wear
6. Electrical Components
7. Accident costs

This Warranty does not apply to damage caused by and/or related to, without limitation:

1. Any owner other than the original PURCHASER;
2. Any TRAILER, which has been subjected to misuse, alteration, lack of maintenance, accident, negligence and /or road hazards;
3. Collision, fire theft, freezing, vandalism, riot war or act of war, explosion, lightning, earthquake, windstorm, hail or water, and or/damage from water exposure and/or damage from pollution;
4. Any alteration, addition to, or any other change to the TRAILER;
5. Any paint chipping and/or paint fading;
6. Any and all components, parts and/or accessories not manufactured by SELLER.

V. NOTICE TO SELLER

PURCHASER must properly maintain the TRAILER, and report any damage or defect which may be covered by this Limited Warranty to SELLER within (10) days of the date the TRAILER incurs such damage. In the event the TRAILER incurs damage, PURCHASER must immediately discontinue use of the TRAILER.

VI. LIMITATION OF LIABILITY

SELLER'S limitation of liability shall not, in any event, exceed the actual cash value of the TRAILER.