

LIMITED WARRANTY

LEGEND TRAILERS OF TEXAS INC.

LEGEND TRAILERS OF TEXAS INC. extends to the original purchaser of a new trailer a "Limited Warranty" against defects in material and workmanship as stated below in the "Limitations, and Exclusions" for a period of one (1) year from date of purchase.

LIMITATIONS

1. This warranty is not a statement of fitness or merchantability. LEGEND TRAILERS OF TEXAS INC. does not offer any warranty of fitness or merchantability for any particular use or application of any trailer or part.
2. Customer must present original purchase receipt or invoice to LEGEND TRAILER OF TEXAS INC. for any WARRANTY consideration.
3. Warranty is not transferable.
4. No warranty against rust or rust through of paint and no warranty against scratches or dents at time of purchase or anytime thereafter.

EXCLUSIONS

Warranty shall not extend to:

1. Equipment that has been modified, repaired, or altered in any fashion by anyone.
2. Unreasonable use, including failure of purchaser or user to provide reasonable and necessary care and maintenance.
3. Improper loading or subjecting trailers to load weights in excess of its capacity.
4. Tires, axles, axle assemblies, suspension components, couplers, safety chains, or any other equipment or component, which is warranted separately by the respective manufacturers of, said component.
5. Any consequential damages for breach of this or any other warranty expressed or implied whatsoever. Repair or replacement under this Warranty is the exclusive remedy to the purchaser or anyone else.
6. Parts not supplied by LEGEND TRAILER OF TEXAS INC.
7. Any parts which require replacement or maintenance in the ordinary use due to normal wear such as, Brake parts, seals, hinges etc. and bearings carry no warranty at all or any kind.
8. No warranty against rust or rust through of paint and no warranty against scratches or dents at time of purchase. No warranty against axle bending for any reason.

REMEDIES

1. The obligation of this warranty shall be limited to repairing or replacing any part or parts, which in the sole opinion of LEGEND TRAILER OF TEXAS INC. is defective of materials or workmanship.
2. This obligation does not extend to reimbursement for freight, loss of use, loss of income or any other damages incurred by purchaser or any agent, or representative of purchaser.
3. It is the purchaser's responsibility to return trailer to LEGEND TRAILERS OF TEXAS INC. at 160 FM 1256 EUSTACE TX 75124 for any warranty considerations or repairs. No freight reimbursement is offered by LEGEND TRAILERS or its dealers to return trailer to plant for warranty consideration.
4. LEGEND TRAILER OF TEXAS INC. at its discretion ship parts to affect warranty repairs but does not agree in advance to pay any repair labor for any reason.
5. There may also be additional warranty provided on particular components manufactured by others such as couplers, axles, tires, but LEGEND TRAILER OF TEXAS INC. "DOES NOT ASSUME" any liability responsibility to fulfill such warranty in any expressed or written form.
6. Any and all disputes legal or otherwise must be arbitrated, tried or otherwise handled or disposed of in VAN ZANDT County Texas.

LIMITATION OF LIABILITY

The manufacturer shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property or equipment, loss of profits of revenue, cost of capital, cost of purchased or replacement goods, or claims of purchaser for service interruption. Any property damage or personal injury resulting from this product, which contains replacement parts or accessories that effect the safety or performance of such product, shall be the responsibility of the Purchaser and the supplier of such replacement parts or accessories and not the responsibility of the liability of the manufacturer with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacturer, sale, delivery, resale, or use of any goods covered by or furnished by the manufacturer whether arising out of contract, negligence, strict tort or under any warranty, or otherwise, shall not except as expressly provided herein, exceed the price of the goods upon which such liability is based.