



## Talbert Manufacturing Inc. Limited Warranty

**Limited Warranty:** Talbert Manufacturing Inc. (Talbert) of Rensselaer, Indiana, warrants to the original purchaser of each new Talbert trailer to be free of defects in material and workmanship under normal use and service for a period of (12) twelve months from the date of first retail sale of the trailer or date of in-service, whichever occurs first (hereafter referred to as "Delivery Date"). Furthermore Talbert warrants against defects in material and workmanship on the main structural members and supports of the trailer for a period of (36) thirty-six months from the date of first retail sale of the trailer or date of in-service. Our obligation under this warranty is limited to repair of the defective material, workmanship, main structural members or supports at a preapproved Talbert service facility (i.e. authorized Talbert dealer). This warranty is non-transferable.

Excluded from this limited warranty are:

1. Manufactured components of Talbert trailers (other than the trailer structure) or components supplied by other manufacturers and suppliers of components or accessories. Talbert will assign to the customer upon request any warranty rights it receives from the component manufacturer or supplier.
2. Normal maintenance services and wear parts, such as, but not limited to, tires, lights, brake components, flooring, paint/coatings, etc.

**Regulatory Warranty:** Talbert trailers are manufactured to conform to all applicable Federal Motor Vehicle Safety Standards in effect on the date of manufacture. We do not warrant trailers to be in compliance with any other federal, state or local laws, rules, regulations, or orders.

**Specific Exclusions:** Talbert limited warranty is subject to specific exclusions, and does not apply to any trailer which has been: 1) subjected to or operated with loads which, at any time, have exceeded the trailer's rated capacity or design limits; 2) repaired or altered outside of Talbert's factory in any way so as, in Talbert's sole judgment, to affect its stability or reliability; and 3) subject to misuse, negligence, accident, or has been operated in a manner expressly prohibited by the instructions; or not operated in accordance with operation of the trailer approved by Talbert. Please contact the factory prior to undertaking any repair or alteration including welding, burning, or drilling holes on or in the frame of your Talbert trailer so as to not void the warranty.

**Our Obligation:** Under the specific limited warranties set forth above, Talbert obligation is limited to making good at an authorized Talbert repair facility any trailer structure or Talbert manufactured component which shall be returned, transportation charges prepaid to Talbert, who shall examine the alleged defect and shall determine, in Talbert's sole discretion, whether the material or workmanship was defective at the time of manufacture and covered by this limited warranty. Any warranty claim must be made immediately to an authorized Talbert dealer who, in turn, shall notify the Talbert Warranty Department. Claims must be turned in to the Talbert Warranty Department no more than 5 days after the defective condition was discovered or should have been discovered. Talbert will not be obligated to pay for any repairs, alterations or parts which are made prior to authorization from the Talbert Warranty Department.

**Exclusive Warranty:** This warranty is the exclusive warranty given for trailers manufactured and sold by Talbert. It is expressly in lieu of, and supersedes, all other warranties, whether oral, written or implied, including the implied warranties of merchantability or fitness for a particular purpose, and of all other obligations or liabilities on the part of Talbert. Talbert neither assumes nor authorizes any dealer, or any other person, to make or assume for Talbert, any other warranty or liability in connection with the sale of any Talbert trailer.

**Limitation of Liability:** In no case will Talbert be liable for any consequential or incidental damages incurred, including, but not limited to, damage to any freight, loss of sales, profit or goodwill, loss of use of the trailer or any associated equipment, cost of rentals, substitute equipment, facilities or services, downtime costs; or any other damages, losses or claims of any third parties or attorneys' fees incurred by any of the foregoing claims set forth herein.

To activate this Limited Warranty coverage, you must register the trailer in the Talbert warranty system by selecting "Warranty Registration" located at [www.talbertmfg.com/warranty.html](http://www.talbertmfg.com/warranty.html). Registration must be completed within ten (10) days of first retail sale or in-service date, whichever occurs first. Failure to register within this proposed time frame will void all warranty obligations set forth herein and expressed or implied.

This contract shall be governed by and in accordance with the laws of the state of Indiana, and any and all actions, litigation or claims shall be brought and litigated in Jasper County, Indiana.