



Direct Trailer & Equipment Company
Five Year Warranty
 Steel and Composite Flatbed trailers



This is to certify the Direct Trailer & Equipment Company, dba as Direct Trailer, LP, warrants to the first Purchaser only, the described new trailer manufactured by it to be **free from defects in materials and workmanship**, when properly maintained, and under normal use and service, including the loading, unloading and transportation of uniformly distributed legal loads of non-corrosive cargo, adequately restrained and secured in a manner which does not subject the trailer to strains or impacts greater than are imposed by normal use.

Total weight of the trailer and cargo must not exceed the gross vehicle weight rating (GVWR) set forth on the vehicle identification plate affixed to the trailer at the factory, and the loading of each axle must not exceed the gross axle weight rating (GAWR) listed on the same plate.

Direct Trailer, LP's sole obligation under this warranty shall be limited to the repair or replacement, at its option, of any defective part of said trailer which is the result of defective material and/or defective workmanship of parts furnished and installed by Direct Trailer, LP.

This warranty will expire in 60 months from date of delivery, and repairs under this warranty shall be at repair facilities designated by Direct Trailer, LP. Transportation expenses to the repair facility are to be borne by the Purchaser.

The warranty herein is expressly in lieu of any and all other warranties, expressed or implied. No implied warranty of merchantability is made and there are no warranties which extend to use of the trailer for purposes beyond the description hereof.

The warranty herein does not apply to, and Direct Trailer, LP makes no warranties, expressed or implied with respect to:

- 1) Tires
- 2) Parts, accessories, or other goods manufactured by others. Direct Trailer, LP will assign to customer any warranties extended to Direct Trailer, LP by the maker or supplier of such goods.
- 3) Used goods delivered hereunder, regardless of manufacturer, all of which are deliverable "as is".
- 4) Any goods which after delivery hereunder have been repaired or altered by anyone other than has been authorized and approved by Direct Trailer, LP unless in manufacturer's reasonable opinion, such repairs are in no way responsible for the condition complained
- 5) Goods which are not defective but may wear out and have to be replaced during the warranty period including for example, but without limitation thereto, light bulbs, electrical receptacles, paint and coatings, brakes, linings, drums, and return springs, camshafts, camshaft bushings, slack adjusters, wheel bearings, oil and oil seals, rim clamps and studs, gaskets and sealers, wood flooring, parts and components and the like.

Limitations of Manufacturer's Liability

Manufacturer and Customer agree that Manufacturer shall have no liability for any cargo loss, loss of use, or any other incidental or consequential damages arising out of this order which are alleged to have been caused by any of the goods delivered hereunder. Customer and Manufacturer further agree that customers sole remedy for any defects in new goods delivered hereunder, whether customer's claim arises under the warranty set forth above, or otherwise, shall be limited to the repair or replacement at manufacturer's option within five (5) years after delivery of such goods to the first Purchaser, of any defective goods, of which notice of the defects is given by the Customer to Manufacturer immediately after such defect is or ought to have been discovered and which goods are returned to the manufacturer within ten (10) days after Manufacturer requests their return for inspection and/or repair or replacement.

THE PROVISIONS OF THIS WARRANTY SHALL BE INTERPRETED AND GOVERNED PERSUANT TO THE LAWS OF THE STATE OF TEXAS.

DIRECT TRAILER, LP



Trailer Serial Number _____
 Trailer Model Number _____
 Date of Delivery _____