



TALBERT MANUFACTURING
One Year Limited Structural Warranty
Effective 6-12-2008

Limited Structural Warranty: Talbert Manufacturing, Inc. warrants each new trailer structure manufactured by us to be free from defects in material and workmanship under normal usage and service for a period of one (1) year after **THE DATE OF MANUFACTURE** of the trailer. Trailer structure shall be considered the framework of the trailer (gooseneck, main frame and/or rear frame) which is fabricated by Talbert Manufacturing, Inc. This warranty is not transferable.

Structural Warranty Coverage Schedule: Talbert Manufacturing, Inc. shall bear that portion of the cost of repairing or replacing any trailer structure found to be defective within the one year warranty period based on the following schedule:

Up to One year: 100% Beyond One year: 0%

Talbert Manufacturing, Inc. warrants other manufactured components of its trailers (other than the trailer structure), for a period of one (1) year after **THE DATE OF MANUFACTURE** of the trailer. Talbert Manufacturing, Inc. makes no warranty of loading ramps, or of components supplied by other manufacturers and suppliers of components or accessories. Talbert Manufacturing, Inc. will assign to the customer any warranty rights it receives from the component manufacturer or supplier. Please contact your dealer in the event of a problem with the trailer or its components. In general, components will be subject to the manufacturers' warranties:

Wear parts, including light bulbs, brake lining and flooring: Are not warranty items.

Regulatory Warranty: Our 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: Our 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 our judgment, to affect its stability or reliability; and 3) subject to misuse, negligence, accident, or has been operated in a manner expressly prohibited in the instructions; or not operated in accordance with practices approved by Talbert Manufacturing, Inc. 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.

Our Obligation: Under the specific warranties set forth above, our obligation is limited to making good at our factory any trailer structure or Talbert Manufacturing, Inc. manufactured component which shall be returned to us, transportation charges prepaid, up to one year after **THE DATE OF MANUFACTURE** of the trailer (one (1) year in the case of Talbert Manufacturing, Inc. manufactured components) and which our examination discloses to have been defective. Coverage of the trailer structure shall be in accordance with the schedule set forth above. Any warranty claim must be made immediately to the dealer who, in turn, notifies our Warranty Department. **Talbert will not be obligated to pay for any repairs, alterations or parts which are made prior to authorization from our warranty department.**

Exclusive Warranty: This warranty is the exclusive warranty given for trailers sold by Talbert Manufacturing, Inc. It is expressly in lieu of 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 Manufacturing, Inc. We neither assume nor authorize any dealers or other persons to assume for us, any other liability in connection with the sale of our trailers.

Limitation of Liability: In no case will we be liable for any consequential or incidental damages incurred by you, including, but limited to, 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; attorneys' fees; or losses or claims of your customers or other third parties.

The warranty card, within, must be executed and returned to Talbert Manufacturing, Inc. accompanied by a copy of the original sales invoice/bill of sales within ten (10) days of first retail sale. Failure to return and execute warranty card within this proposed time frame will void all warranty obligations expressed or implied.

This contract shall be governed by and continued in accordance with the laws of the state of Indiana, and actions or lawsuits shall be tried exclusively in the state court located in Jasper County, Indiana or the federal court located in Lafayette Indiana

Talbert Warranty Card

Dealer Name _____ **Date of Manufacture** _____
Customer Name _____
Customer Address _____ **State** _____ **Zip** _____
Serial Number _____ **Model** _____ **Date of Sale** _____
Customer Signature _____ **Date** _____

This card must be returned signed by the customer within 10 working days from date of sale to activate warranty. Lack of either signature will void the warranty.