

## EAST TEXAS TRAILERS LIMITED WARRANTY

This limited warranty is included in the price of each newly manufactured trailer (each, a “Product”) and is extended to each consumer who originally purchased the Product (the “Customer” or “you”) from Klippenstein Trailers, LLC d/b/a East Texas Trailers, a Texas limited liability company (the “Company”) or a Company authorized dealer. This limited warranty is confidently offered by the Company based on many years of experience in the manufacture and sales of the Product.

### 1. LIMITED WARRANTY.

(a) **SUBJECT TO THE WARRANTY PROCEDURES, LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 1 THROUGH 5, THE COMPANY WARRANTS THAT, DURING THE WARRANTY PERIOD (AS DEFINED BELOW), THE PRODUCT STRUCTURE, FRAME, CROSS MEMBERS, RAMPS, RAILINGS AND RELATED COMPONENTS WILL BE FREE FROM SIGNIFICANT DEFECTS IN MATERIALS AND WORKMANSHIP (THE “WARRANTY”). THE COMPANY’S RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS LIMITED WARRANTY STATEMENT. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

(b) The Warranty starts on the date of delivery to, or purchase by, the Customer and lasts for a period of (a) three (3) years for the trailer structure and frame, and (b) one (1) year for the cross members, ramps, railings, and related components (the “Warranty Period”). The Warranty Period is not extended if the Company repairs or replaces the product. The Company may change the availability of this limited warranty at its sole discretion, but any changes will not be retroactive. For purposes of clarity, the Warranty is non-transferable and it shall not transfer or extend to any subsequent owner or other transferee of any Product, nor does it apply to any product sold by the Company which is not newly manufactured. Any breach of Warranty claims may only be submitted and recovered by the Customer (solely as such term is defined herein).

### 2. WARRANTY DISCLAIMERS; CONSEQUENTIAL DAMAGES, LIMITATION OF LIABILITY.

(a) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED BY THE COMPANY. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THE COMPANY HEREBY LIMITS THE DURATION OF SUCH OTHER WARRANTIES TO THE DURATION OF THE EXPRESS WARRANTIES CONTEMPLATED HEREIN FOR THE CORRESPONDING COMPONENT OF THE PRODUCT TO WHICH SUCH OTHER WARRANTIES RELATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY AUTHORIZED EAST TEXAS TRAILERS DEALER IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF THE COMPANY.**

(b) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY**

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CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONTINGENT OR PUNITIVE DAMAGES WHETHER ARISING OUT OF THIS WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COMMERCIAL LOSS, OR ANY OTHER TYPE OF DAMAGES, SPECIFIC AND GENERAL, FORESEEN OR UNFORESEEN, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(c) IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE TERMS HEREOF AND THE WARRANTY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO COMPANY FOR THE APPLICABLE PORTION OF THE PRODUCT GIVING RISE TO SUCH CLAIM.

### **3. WARRANTY PROCEDURES.**

(a) Claims based on a breach of the Warranty set forth in Section 1 above are only valid if: (i) the Customer provides written notice to the Company within thirty (30) days of the Customer gaining actual or constructive knowledge of the alleged breach, (ii) the Product is returned to the Company for inspection and testing at the Customer's sole cost and expense, or the Company, in its sole discretion, is able to inspect and test the Product without the need to make a return; (iii) the Company's inspection discloses to its reasonable satisfaction that the alleged nonconformity is in breach of the Warranty and was not caused by or subject to any Warranty Exclusions; and (iv) the Product was maintained and used in strict accordance with all instructions, manuals and other documentation provided by or otherwise made available by the Company.

(b) Written notice pursuant to Section 3(a) can be sent digitally to [warranty@easttexastrailers.net](mailto:warranty@easttexastrailers.net), or by using the support form on the East Texas Trailers website, located at <https://www.easttexastrailers.net/warranty-claim>.

(c) Time is of the essence with respect to a Customer's notification of Warranty breach and failure to provide timely notice as required by this Section 3, shall constitute a waiver of such Customer's right to any Warranty remedy provided for herein and the Company shall be released from any and all liability relating thereto.

### **4. WARRANTY REMEDIES.**

(a) In the event of a Warranty breach, and contingent upon full satisfaction of the Warranty conditions and procedures set forth in Section 3, the Company shall, at its sole option and expense, replace or repair the defective Product or provide a refund to the Customer solely to the extent of any defective portion of the Product. A Warranty replacement, repair or refund with respect to a defective Product shall not have the effect of extending or renewing the Warranty Period. THE COMPANY'S OBLIGATIONS, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY WARRANTY BREACH WILL BE LIMITED TO SUCH REPAIR, REPLACEMENT OR REFUND SPECIFIED IN THIS SECTION 4(a) AND ARE SOLELY AND EXCLUSIVELY STATED HEREIN. If the conditions and procedures contained within Section 3 are not fully satisfied, the Customer shall release, protect, defend, indemnify and hold the Company harmless from any and all costs, claims, and liability for property damage or personal injury which is connected to, arising out of, or relates to any alleged breach of the Warranty.

(b) In the event the Company elects to repair or replace any part of the defective Product pursuant to Section 4(a), the Customer will be responsible for the freight cost and risk of loss of the Product to and from the Company's facility, located in Petty, Texas, or, if specified by the Company, at a Company authorized dealership. Once the Product arrives at the applicable location specified by the Company, the Company shall repair or replace the defective portions of the Product at no cost to the Customer. Warranty repairs performed at a location other than the Company's facility in Petty, Texas, or at a Company authorized dealership are not permitted unless approved by the Company in writing. In no event shall the Customer be reimbursed by the Company for any repairs, adjustments, or other modifications to a Product or any portion thereof if performed by any party other than the Company or a party specifically authorized by the Company in writing.

**5. WARRANTY EXCLUSIONS.** The following circumstances (each a "Warranty Exclusion" and collectively, the "Warranty Exclusions") are expressly excluded from the scope of the Warranty, and the Company shall not be obligated to perform, nor shall the Customer have an right to, any warranty remedies described in Section 4 when, in the Company's sole discretion, a Product defect or other alleged Warranty breach is caused by, arises out of, or relates to any of the following:

(a) Misuse, neglect or operator error, including, but not limited to, exceeding towing capacity, overloading the Product, speeding, using the Product on rough terrain, or towing the Product behind a vehicle not capable of towing said load;

(b) Unauthorized modifications to the Product or use of the Product in conjunction with any parts which are not specifically authorized for such use by the Company;

(c) Failure to properly install, maintain, or store the Product;

(d) Damage or defect caused by acts of God;

(e) Damage or defect caused during shipping of the Product, unless the applicable purchase order denotes FOB destination;

(f) Normal wear and tear, including, but not limited to, wear of surface paint, flooring, bearings, hoses and brake linings;

(g) Defect in any auxiliary parts, including, but not limited to, calipers, jacks, tires, suspension, lights, brakes, wheels, hydraulics dump cylinders and controls, each of which shall be covered under the warranty of their respective manufacturers (if any), and although the Company may take steps to recover under any such warranties and/or pass such recovery through to the Customer, the Company shall not have any obligation to do so; or

(h) Failure to adhere to (i) any instructions, manuals and other documentation provided by or otherwise made available by the Company, (ii) industry standards, or (iii) any applicable law.

**6. SHIPPING INSPECTIONS.** The Product will be prepared stacked and shipped to comply with commercial shipping and storage requirements. Each Product is individually inspected for completeness and functionality prior to shipment.

**7. OPERATOR EDUCATION AND USER MANUALS.** The Company understands the importance of user training to ensure both safe operation and optimized life cycle costs. The Company has developed a user manual with every trailer that provides instruction to the operator in a clear and uncomplicated manner on how to safely transport, connect, use, load/unload, maintain and store the Product, which may be found at

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<https://www.easttexastrailers.org/product-manuals>.

8. **WAIVER OF CONSUMER RIGHTS (DTPA WAIVER).** THE CUSTOMER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, THE CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER.

9. **GOVERNING LAW; FORUM; VENUE.** The terms contained herein shall be governed and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws thereof that may require or permit application of the law of another jurisdiction. Any cause of action arising under or related to the Agreement in any way shall be brought exclusively in the State Courts of the State of Texas and shall be brought in either Lamar County, Texas, Dallas County, Texas, or Tarrant County, Texas. The Customer hereby (a) submits to (i) the exclusive jurisdiction of the State Courts of the State of Texas and (ii) the location of such courts specified in this Section 9, and (b) waives any objection that such courts are an inconvenient forum or venue.

10. **ATTORNEYS FEES.** The prevailing party of any claim, legal action, dispute or arbitration arising out of the terms hereof or the Warranty shall be entitled to all costs incurred, including reasonable attorneys' fees, appellate attorneys' fees and costs of investigation.

11. **SEVERABILITY.** If any term or provision contained herein is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision contained herein or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event a term or provision contained herein is adjudicated to be invalid, illegal or unenforceable, such term or provision shall be amended to give as much force and effect to the original language of such term or provision as is allowable under applicable law.

12. **DISCLAIMER OF RELIANCE.** The Customer warrants and represents that no promise, agreement, representation, inducement, or condition which is not herein expressed has been made to the Customer by Company, or any agent or representative of Company, in purchasing the Product. The Customer further warrants and represents it is not relying upon, and expressly disclaims, any such promise, agreement, representation, inducement, or condition which is not herein expressed in purchasing the Product. The Customer represents and warrants that it is relying solely upon its own judgment in purchasing the Product.