



17177 Hwy 82 West
Petty TX 75470
Phone # 903-378-3303
Fax # 903-378-3304
warranty@easttexastrailers.net
easttexastrailers.net

EAST TEXAS TRAILER STANDARD WARRANTY

1. WARRANTY TERMS AND CONDITIONS:

East Texas Trailer's **STANDARD WARRANTY** period on trailers is **three (3)** year structural and one (1) year component from the date of shipment of the newly manufactured equipment. This standard warranty is included in the base purchase price. East Texas Trailers offers this warranty with confidence based on many years of experience in the manufacture and sales of many kinds of trailers.

Warranty Claims - Claims for defects in material, workmanship and missing items shall be made in writing to East Texas Trailer within thirty (30) days of delivery and can be sent digitally to warranty@easttexastrailers.net, or by using the support form on our website, located at <https://www.easttexastrailers.net/warranty-claim>. Failure to provide notice as required shall be conclusive evidence that the product was in conformity with the warranty and East Texas Trailer shall be released from any and all liability relating to the product and shall be considered final acceptance. Any claims shall be handled in accordance with section 3 of this document.

This warranty covers the primary frame of the trailer for a period of three (3) years from the date of delivery. Cross members, ramps, railings and any other non-wearing items are covered for a period of one (1) year. Items subject to normal wear will not be replaced due to wear. Normal wear items include, but **are not limited to: surface paint, flooring, bearings, hoses and brake linings.**

Auxiliary parts, such as calipers, jacks, tires, suspension, lights, brakes, wheels hydraulic dump cylinders and controls are covered under the warranty of their respective manufacturer.

2. LIMITATIONS OF THIS WARRANTY FOLLOW:

- **Parts Replacement** – The only responsibility of East Texas Trailers under this limited warranty shall be to repair and/or replace parts at the East Texas Trailer facility, located in Petty, Texas, or at an East Texas Trailer authorized dealership. Warranty repairs performed at another location other than East Texas Trailer facility in Petty, Texas, or at an East Texas Trailer authorized dealership are allowed under this warranty ONLY with prior written approval of East Texas Trailer.
- **Unless applicable state law** requires otherwise, all other liabilities or obligations, including incidental or consequential damages or contingent liabilities stemming from the failure of any parts to operate properly are hereby excluded, including, but not limited to, any damages resulting from loss of use, inconvenience, loss of time, commercial loss, or any other type of damages, specific and general, foreseen or unforeseen.
- **No claimant will be reimbursed** by East Texas Trailers for any repair or adjustment of a East Texas Trailer without prior written approval by East Texas Trailers. **\$75.00** per hour for labor costs will be allotted for any repairs performed at a location other than the East Texas Trailers production facilities.
- **Unit being Returned** – In cases where a trailer must be returned to East Texas Trailer for warranty repair, the customer will be responsible for freight cost to and from Petty, Texas, 75470. Once the product arrives at East Texas Trailer's Petty, Texas, facility, East Texas Trailer will, at no charge to the customer, repair or replace the defective parts on the trailer.



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- **Freight Claims** – Unless the Purchase Order includes FOB destination, any freight damage will be the responsibility between the customer and the carrier. If the Purchase Order denotes destination, East Texas Trailer must be notified at the time of receipt of any freight damage.

3. **WARRANTY EXCLUSIONS:**

- **Operator Error or Misuse** - East Texas Trailer reserves the right to deny warranty claims if there is evidence of misuse and/or operator error. Examples of misuse include but are not limited to exceeding towing capacity, overload, over-speed, damage caused by rough terrain, towing the trailer behind a vehicle not capable of towing said load, etc. *Determination of this condition lies solely with East Texas Trailers.*
- **This warranty will become void** for any unauthorized modifications to our units or any non-approved East Texas Trailer parts.
- **The customer shall hold East Texas Trailer harmless** from any and all costs, claims, and liability for property damage or personal injury if the customer does not fully comply with the above conditions. East Texas Trailer shall not be liable for any incidental or consequential damaged that may result from such defects.
- **East Texas Trailer will not be responsible** for any damage caused by its products by failure to properly install, maintain, or store the product, or by use in a manner inconsistent with design, neglect, abuse or acts of God. The owner's manual covers proper installation and use.

4. **WARRANTY TECH SUPPORT:**

Technical Support - East Texas Trailer systems are designed with customers in mind, so no special tools or complicated procedures are normally required to service or repair East Texas Trailers that are under warranty. East Texas Trailers and accessories have part numbers to facilitate easy ordering. East Texas Trailer support can be accessed Monday - Thursday 8am – 5pm Central Time and 8am – 4pm Central Time Fridays, excluding major holidays. Claims can be opened 24x7 via our support web address at <https://www.easttexastrailers.net/warranty-claim>

5. **SHIPPING INSPECTIONS:**

East Texas Trailers will be prepared stacked and shipped to comply with commercial shipping and storage requirements. Each East Texas Trailer system is individually inspected for completeness and functionality prior to shipment.

6. **OPERATOR EDUCATION and USER MANUALS:**

East Texas Trailer understands the importance of user training to ensure both safe operation and optimized life cycle costs. East Texas Trailer 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 East Texas Trailers.

Because East Texas Trailers no longer provides hard copies, you may access User Manuals on our website at <https://www.easttexastrailers.org/product-manuals>



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7. DISCLAIMERS

This warranty is expressly given in place of all other representations and warranties. East Texas Trailers makes no representation or warranty of any kind or type, express or implied with respect to East Texas Trailers whether as to merchantability, fitness of a particular purpose or any other matter. No party, including an authorized East Texas Trailers dealer is authorized to make further or additional warranties on behalf of East Texas Trailers.

East Texas Trailers makes no other implied or express warranties. There are no other warranties which extend beyond such stated.

8. DEALER RESPONSIBILITIES

Responsibility for submitting any claim you wish to make to the manufacturer under this Limited Warranty lies with your authorized East Texas Trailer dealer.

9. LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue for any litigation shall be in a court of appropriate jurisdiction in Lamar County, Texas.

10. ATTORNEY'S FEES

Attorney's fees in connection with any claim, legal action, dispute or arbitration arising out of this Agreement, the prevailing party shall be entitled to all costs incurred, including reasonable attorney's fees, appellate attorney's fees and all costs of investigation.