

WARRANTY TERMS

Subject to the exclusions and limitations set forth herein, CROSS TRAILERS LLC (hereinafter “Cross Trailers”) warrants each new trailer Cross Trailers manufactures (“Product”) to be free from defects in material and workmanship, when operated under normal use and service conditions in the continental United States and Canada.

The trailer warranted hereunder must be operated by the purchaser in accordance with practices approved by Cross Trailers, with loads not exceeding the manufacturer’s rated capacities, and subject to all terms and conditions of this Limited Warranty.

The warranty period begins on the earlier of (i) the date the Product is shipped from Cross Trailers to an authorized dealer or (ii) the date of first retail purchase by the original end user.

During the applicable Limited Warranty period, any defect in material and workmanship on any Product not excluded below shall, at Cross Trailers’ option, be repaired or replaced by a Cross Trailers authorized representative or approved repair facility.

Cross Trailers will pay for replacement parts and approved labor in accordance with Cross Trailers’ labor reimbursement policy in effect at the time of repair.

Cross Trailers reserves the right to supply new or remanufactured replacement parts of equal or better quality.

Cross Trailers reserves the right, acting reasonably and in good faith, to issue a refund in lieu of repair or replacement. Any such refund shall not exceed the original purchase price paid for the Product, excluding taxes, registration fees, transportation costs, and dealer-installed options, and shall be issued within a reasonable time after the Product is returned to Cross Trailers.

If Cross Trailers elects to issue a refund, the purchaser must deliver the Product to a location designated by Cross Trailers prior to receipt of such refund.

This Limited Warranty is the purchaser’s sole and exclusive remedy and applies only to new Products purchased in the United States or Canada.

Failure to return a warranty registration card does not affect warranty coverage but may delay warranty service.

WARRANTY COVERAGE

Three Year Structural - Limited Warranty

Cross Trailers warrants the structural components of the Product to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the warranty start date.

This structural warranty applies only to the main frame, cross members, railings, and subframe.

One Year Comprehensive - Limited Warranty

Cross Trailers warrants all components of the Product manufactured by Cross Trailers to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the warranty start date.

Non-Cross Trailers Components

Components not manufactured by Cross Trailers—including but not limited to chassis, cranes, welders, hydraulic systems, tool drawers, and electronic components—are covered solely by the warranties, if any, provided by their respective manufacturers.

Cross Trailers may assist the purchaser in submitting warranty claims to such manufacturers; however, Cross Trailers is not responsible for warranty determinations made by such manufacturers.

If Cross Trailers incurs costs at the purchaser's request for diagnosis, repair, or replacement of non-Cross Trailers components, such costs may be invoiced to the purchaser unless and until warranty coverage is confirmed by the component manufacturer.

Returned parts must be submitted within thirty (30) days of replacement unless prohibited by law.

Parts Warranty

Replacement parts installed during the warranty period are covered for the remainder of the original warranty period or ninety (90) days, whichever is longer, unless otherwise required by law.

Parts purchased separately are covered only by the applicable manufacturer's warranty.

Cross Trailers' Labor Reimbursement Policy

Labor reimbursement may be provided during the warranty period for repairs that are reasonably pre-approved by Cross Trailers. Labor rates will be based on published flat-rate schedules or approved contract rates.

Failure to obtain pre-authorization may result in denial of labor reimbursement unless such pre-authorization requirement is prohibited by law.

Shipping Costs

Cross Trailers will pay standard ground shipping for approved warranty replacement parts. Expedited shipping is at the purchaser's expense.

Return shipping costs for warranty evaluation are the purchaser's responsibility but will be reimbursed if the part is determined to be defective.

Retail Purchaser Responsibility

The purchaser is responsible for performing required and recommended maintenance as specified in applicable operator manuals.

Failure to perform required maintenance may void this Limited Warranty to the extent such failure caused or contributed to the claimed defect.

Warranty Claim Procedure

1. The purchaser must notify Cross Trailers or an authorized dealer of a suspected defect within a reasonable time after discovery.
2. Cross Trailers may require inspection by an authorized dealer or repair facility prior to approval of warranty service.

Exclusions

This Limited Warranty does not apply to damage or failure resulting from:

- Accident, collision, misuse, abuse, negligence, or improper operation
- Overloading or use beyond rated capacities
- Improper towing, including towing by vehicles exceeding manufacturer-recommended GVWR, suspension, or hitch ratings
- Unauthorized repairs, modifications, or installations
- Normal wear items (including brake components, tires, bulbs, paint, decking)
- Cosmetic deterioration not affecting structural integrity

Paint is covered by a one (1) year pro-rated warranty, excluding damage caused by environmental exposure, chemicals, improper cleaning, or road debris.

Limitation of Warranties

TO THE EXTENT PERMITTED BY LAW, CROSS TRAILERS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states and provinces do not allow limitations on implied warranties, so these limitations may not apply to you.

Cross Trailers shall not be liable for incidental or consequential damages, except where such limitation is prohibited by law or where the limited remedy fails of its essential purpose.

Disputes Under This Limited Warranty

Any dispute arising under this Limited Warranty shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles.

Venue shall lie in Lamar County, Texas, unless prohibited by applicable law.