

Cross Trailers Limited Warranty –

2022 Models 3 YR LIMITED STRUCTURAL WARRANTY --- 1 YR LIMITED WARRANTY 1 YR WARRANTY ON ALL COMMERCIAL AND RENTAL UNITS

Cross will repair or replace at its cost, in its discretion, any defect in factory materials or workmanship of Cross as set forth below. This time of this warranty is effective from the date of the original purchase.

3 YEAR LIMITED FRAME WARRANTY For purposes of this limited warranty, a (“Frame Defect”) shall mean a defect in the main steel frame, any steel members welded to it, the studs and framing in the walls, or roof members, any of which cause the trailer to be unfit or unsafe for general use as a trailer under “NORMAL” operating conditions. If the trailer is rented out or used for commercial purposes, the frame warranty will only be valid for one (1) year.

1 YEAR LIMITED WARRANTY Materials or workmanship not including “Frame Defect” shall be covered for a period of one (1) year. If such parts or components carry their own individual warranty provided by its manufacturer and /or distributor (“Component Manufacturer”), this will replace the Cross warranty. Such additional warranties by the Component Manufacturer are hereby assigned to the purchaser, to the extent permitted by the Component Manufacturer.

PURCHASER'S OBLIGATIONS IN ORDER TO RECEIVE WARRANTY COVERAGE Purchaser must submit the Limited Warranty Registration Card within 30 days of delivery of the trailer. Original purchaser must take the trailer to an authorized service center when a defect arises. Warranty repair authorization must be given by a Cross Customer Service Representative before a repair is made. Warranty approval or denial is at Cross’s discretion. All warranty repairs must be performed by Cross or an authorized service center. Certain warranty repairs require special training, so not all service centers are authorized to perform all warranty repairs. That means, depending on the warranty repair needed, the trailer may need to be taken to another authorized dealer or returned to Cross. The purchaser must notify Cross of any trailer being repaired by an authorized Cross dealer which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt. This Limited Warranty does not cover transportation or freight to or from an authorized service center or to Cross for repairs. All transportation and freight charges are the responsibility of the purchaser.

GENERAL CONDITIONS Cross reserves the right to make changes in or additions to trailers built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to trailers previously built or sold. Cross and its authorized dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain trailers or trailer populations, at the sole discretion of Cross. The fact that Cross has provided such measures to a particular trailer or trailer population in no way obligates Cross to provide similar accommodations to other owners of similar trailers.

JURISDICTION AND APPLICABLE LAW Exclusive jurisdiction to decide any claims, demands or causes of action for defects or representations of any nature due from such defects or representations shall be in the state courts of Elkhart County, State of Indiana or the federal courts having jurisdiction over Elkhart County, State of Indiana, if applicable. The laws applicable to any litigation, dispute, mediation or arbitration or any claim whatsoever arising from the sale, and purchase or use of the trailer shall be those of the State of Indiana.

ADDITIONAL RIGHTS This Limited Warranty gives you special legal rights and you may also have other rights. Including but not limited to those provided by Magnuson-Moss Warranty Act, 15 USC 2301 et seq as well as other rights, which may vary from state to state.

WHAT IS NOT COVERED

This Limited Warranty does not apply to:

1. Component parts covered by separate supplier warranty, such as warranties from the manufacturer including, but not limited to: tires, wheels, axles, awnings, generators, air conditioners, RV style doors, and baggage doors. These warranty claims must be presented to their respective component manufacturer for warranty.
2. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, fading, plastics, trim tape, plated or painted metal.
3. Any trailer which has been altered or modified from Cross factory specifications.
4. Any trailer initially sold at retail by a party other than an authorized Cross dealer.
5. Any trailer that has been overloaded or inappropriately loaded.
6. Any unauthorized repair or installation.
7. Any failure or defect caused by an accident; product abuse or misuse; failure of the owner to use, wash, touch up, seal, maintain, or store the trailer as specified in Cross's owner's manual(s); normal wear and tear, and any other failure to provide reasonable care and maintenance.
8. Any freight, transportation, haul out, or other expenses incurred in returning the trailer to the selling dealer or to the Cross factory for warranty service.
9. Pulling trailer with a Heavy-Duty Dump Trucks or Similar vehicles will prematurely wear or damage the trailer frame. In some cases, they may even break the trailer tongue. This is due to the heavy-duty suspension of such tow vehicles causing excessive force to be applied to the trailer. Damages that result from the use of heavy-duty dump trucks or similar vehicles to tow the trailer are not covered.

DAMAGE LIMITATIONS

1. NEITHER CROSS NOR ANY AUTHORIZED SERVICE CENTER SHALL BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE OF THE TRAILER; LOSS OF TIME, PROFITS OR INCOME; INCONVENIENCE; COMMERCIAL OR ECONOMIC LOSS; OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.
2. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROVIDED BY CROSS ON THE TRAILER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXPRESSLY EXCLUDED.
3. CROSS FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, FAILURE TO WARN AND/OR INSTRUCT, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

Vin # _____

Dealership _____

Date of Purchase _____

Please return this portion within 30 days for Warranty Validation.

This limited warranty has been read and accepted by _____

(Please Print Name) _____

Signature of purchaser Date of purchase

VIN #: _____ Trailer Size: _____ FT Wide By

Long Typical use of trailer

Ph.# _____ Address

of purchaser

City:

State: _____ Zip:

Dealer

Name: _____

Dealer Address:

City: _____ State: _____ Zip:
