



# **TURTLEBACK TRAILERS LIMITED WARRANTY**

"Turtleback Trailers ("Turtleback") warrants to you (the "Original Purchaser") that the new Turtleback trailer (the "Trailer") will be free from defects in materials and workmanship in normal use and service as follows:

## **60-Month Limited Warranty**

Turtleback warrants to the Original Purchaser that the Trailer's chassis will be free from defects for a 60-month period, beginning on the date of delivery to the Original Purchaser.

## **12-Month Limited Warranty**

Turtleback warrants to the Original Purchaser that all other structures, components, and parts on the Trailer, except as herein limited, will be free from defects for a 12-month period, beginning on the date of delivery to the Original Purchaser.

## **What is Covered – No Charge**

Warranty repairs will be made at no charge for parts and/or labor except for tires. Any needed parts replacement will be made using genuine Turtleback Trailers or Turtleback Trailers approved new or remanufactured parts. Turtleback reserves the right to make changes at any time, without notice, to production and service parts in its specifications, colors, and materials including those used in connection with warranty repairs. For this reason, at Turtleback's discretion, functionally equivalent replacement parts may be used that do not exactly match the original production part.

## **What is Not Covered – General Exclusions**

This limited warranty does not cover tires, wheels, braking systems, landing gear, suspension components, springs, axles and axle components, brake linings, accessories, parts, wheel alignment or other equipment not manufactured by Turtleback. If these items are warranted by the manufacturer or supplier thereof, and such warranty may be extended to the Original Purchaser, Turtleback will assign such warranties as may be capable of assignment and make available copies thereof for review. This limited warranty also does not cover damage caused by corrosive chemicals or materials, airborne fallout, tree sap, hail, acid rain, salt, tar or other materials used to control roadway conditions,

## **Action Required in the Event of a Defect**

In the event of a defect in material or workmanship covered by this limited warranty, Turtleback, in its sole discretion, will:

- (a) Collect the defective work or replace the defective parts on a no-charge basis at the Turtleback factory in Gallatin, Tennessee; or
- (b) Reimburse the Original Purchaser by paying a sum not exceeding the price charged by Turtleback for such work or parts; or
- (c) Provide for repair of the defect or replacement of the defective parts by an authorized service dealer or service center."

**TURTLEBACK TRAILERS**  
1155 Old Hwy 109 N  
Gallatin, TN 37066

855.732.2383  
sales@turtlebacktrailers.com  
TurtlebackTrailers.com



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## **LIMITED WARRANTY**

Turtleback may, at its option, require the defective part or Trailer to be returned to Turtleback's main plant, or a Turtleback authorized service dealer or service center, as Turtleback may determine. All transportation charges in connection with a warranty claim may be the sole responsibility of the Original Purchaser.

A Turtleback authorized employee must approve the warranty claim before any repairs are undertaken. Any work performed without prior authorization will not be covered by this limited warranty.

### **Disclaimers of Implied Warranties and Limitation of Damages**

MISUSE, NEGLIGENCE, OVERLOADING, UNAUTHORIZED REPAIR, UNAUTHORIZED ALTERATIONS, OR FAILURE TO PROVIDE NORMAL MAINTENANCE SHALL VOID THIS LIMITED WARRANTY.

Weights, dimensions, capacities, and other measures stated in connection with the new Turtleback trailer are only estimates and are not covered by this limited warranty.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE TRAILER AND ARE EXPRESSLY IN LIEU OF OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES, OR WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TURTLEBACK SHALL NOT BE LIABLE TO THE ORIGINAL PURCHASER OR ANY OTHER PERSON FOR DAMAGES, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE FOR BREACH OF WARRANTY, FAILURE OR DELAY IN MAKING DELIVERY, OR FOR ANY OTHER CAUSE, EXCEPT AS SPECIFICALLY SET FORTH IN THIS LIMITED WARRANTY. TURTLEBACK SHALL NOT BE LIABLE FOR ANY DAMAGES AS A RESULT OF CARGO LOSS, DOWN TIME, DRIVE TIME, ROAD SERVICE, OR ANY OTHER TYPE OF LOSS DUE TO PERFORMANCE OF THE TRAILER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND, IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IF THE WARRANTY FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE TRAILER CAUSED BY THE LACK OF REPAIRS, IN ANY CASE.

This limited warranty shall be deemed to have been made in the State of Tennessee (without regard to the conflict of law principals of the State of Tennessee), including matters of construction, validity, and performance, regardless of the location of the Trailer. YOU EXPRESSLY WAIVE ANY AND ALL RIGHT TO A JURY TRIAL REGARDING ANY DISPUTE HEREUNDER, and you hereby irrevocably submit to the exclusive jurisdiction of the State of Tennessee and venue of Sumner County, Tennessee.

### **Legal Remedies of Original Purchaser**

This limited warranty provides specific legal rights. You may have additional rights not included in this limited warranty which vary from state-to-state. No action to enforce this limited warranty shall begin more than six (6) months after a defect is discovered and shall not commence after expiration of the stated warranty period.

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