

WARRANTY & SERVICE

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XL Specialized Trailers Limited Warranty Policy (S-500)

New trailers manufactured by XL Specialized Trailers are warranted to be free from defects in materials or workmanship for the time periods specified below, subject to the limitations as specified below. Covered equipment will be repaired or replaced, at XL's option, provided that such equipment is returned, at the customer's expense, to XL's plant or a repair facility pre-approved by XL. This warranty applies to all units invoiced on and after March 11, 2013 as follows:

5 Year Structural Coverage

XL's 5 year structural warranty covers the (2) main inner structural beams running front to rear across the length of the trailer, which includes components and pin connections between those components, plus the cross members and outer rails of the main load bearing deck. The warranty is prorated as follows:

 1st Year 100% Coverage

 2nd Year 100% Coverage

 3rd Year 50% Coverage

 4th Year 25% Coverage

 5th Year 25% Coverage

1 Year Parts Coverage

- a. Axles and suspension (excludes shocks, airbags)
- b. Landing gear assemblies
- c. XL manufactured components (which include, but are not limited to wheel covers, flip ramps and pullout lights)
- d. Paint

6 Months Parts Coverage

a. Air, electrical and hydraulic components (which include, but are not limited to shocks, seals, caps, hubs, drums and decking)

XL Specialized Trailers Limited Warranty Policy Conditions

- I. THE EXPRESS WARRANTY CONTAINED WITHIN THIS DOCUMENT IS THE ONLY WARRANTY FROM XL SPECIALIZED TRAILERS. XL MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED.
- II. XL limited warranty coverage begins on the earlier of (1) the date the dealer sells the trailer to the customer, or (2) 6 months after the date XL invoices the trailer to the dealer.
- III. Once the warranty period begins it cannot be stopped or interrupted.
- IV. This warranty extends only to the First User and is non-transferable.
- V. All decisions regarding whether to repair or replace a trailer, or any part thereof, will be made at XL's sole discretion.
- VI. XL shall have no liability under this warranty for damages resulting from an accident or a collision, or for products that were subject to abuse, alteration, misuse or extraordinary usage of any kind, or:
 - a. Operation at speeds exceeding the capabilities of the trailer.
 - b. Use not in conformity with the instructions and warnings in the Operator's Manual for the trailer



- c. Loading a trailer beyond the rated capacity specified by XL on the vehicle identification plate, including exceeding the guidelines for concentrated load ratings.
- d. Natural calamity, theft, vandalism and improper site conditions
- e. Any other improper storage, maintenance, repair, or use of the trailer
- f. Rework which is a result of any of the above.

VII. XL's warranty does not cover:

- a. Components that may normally be expected to be replaced during the warranty period. Such components include, but are not limited to; tires, light bulbs, brake linings, brake drums, air hoses, air lines and exposed electrical wiring.
- b. Normal maintenance time, including but not limited to; normal installation of kits, tightening bolts, loose fittings, hoses and air lines.
- c. Equipment that has been repaired, replaced or altered by someone other than XL or an authorized representative of XL, without expressed written consent from XL.
- d. Parts, accessories, and components manufactured or supplied by someone other than XL, including, but not limited to; tires, axles, suspensions, wheel hubs, rims, brake linings, and landing gear.
- VIII. XL's liability with respect to any claim or loss arising out of the manufacture, sale or use of any of its products, whether resulting from an act or omission by XL, whether XL was negligent or not, and whether the claim arises in contract, tort, or otherwise, is limited to the purchase price paid for the product at issue, or, at XL's discretion, the cost to repair the product. In no event shall XL be liable for any bodily injury, death, or property damage arising out of or in any way related to the manufacture, sale, or use of any of its products. XL is not responsible for any financial losses or expenses incurred due to an inability to use a trailer, including, but not limited to, lodging expenses, fuel costs, towing charges, loss or spoilage of cargo, damage to cargo, storage fees, lost revenues, lost profits, or any other resulting expenses or damages. IN NO EVENT SHALL XL BE LIABLE FOR ANY INCIDENTIAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSSES OR EXPENSES.
 - IX. XL's warranty applies only if the party seeking warranty coverage follows and complies with the Warranty Claim Submission Procedures and Instructions (S-501) specified below.



XL Specialized Trailers Warranty Claim Submission Procedures and Instructions (S-501)

PLEASE READ AND FOLLOW THESE PROCEDURES AND INSTRUCTIONS CAREFULLY. FAILURE TO COMPLY MAY RESULT IN VOIDING OF THE LIMITED WARRANTY.

When dealer sells a trailer:

- 1. The dealer **must** submit the Trailer Registration/Service Agreement form (F-3000) with acceptable attached proof of sale to XL within <u>10 days</u> of selling a trailer to a customer in order for the trailer to be covered under warranty.
- 2. If the dealer does not sell the trailer within 6 months of the XL invoice date, XL's limited warranty coverage begins 6 months after the XL invoice date. In this instance, the dealer still must submit the Trailer Registration/Service Agreement form (F-3000) with acceptable attached proof of sale within **10 days** of the sale to a customer in order for the trailer to be covered under warranty.
- 3. Submit forms to:

XL Specialized Trailers 1086 South 3rd Street P.O. Box 400 Manchester, IA 52057 Fax: 563-927-4883

Email: service@xlspecializedtrailer.com

When a warranty issue occurs:

- Within 10 days of discovering facts giving rise to a warranty claim and prior to starting warranty repair process, the dealer must contact XL Specialized Trailers in order for the trailer to be covered under warranty.
- 2. The most economical warranty work should be performed in an appropriate amount of time as approved by Customer Service Manager to insure approval of claim.
- 3. Once warranty work is approved, XL Specialized Trailers will supply a warranty authorization number (WA#) to record on the Warranty Claim form (F-1000), which must be submitted to XL within 15 days of repair.
 - Failure to submit Warranty Claim form (F-1000) within 15 days of repair can result in denied claims.
- 4. On submitted Warranty Claim form (F-1000), report parts and labor separately, including labor rate and hours. Attach work order or shop invoice to the form. Labor will be reimbursed at \$65 hour. Under exceptional circumstances, XL, in its sole discretion, may approve warranty labor rates in excess of \$65 per hour. Any repair parts that were not supplied by XL shall be included on invoice, with full description and itemized cost specified for each such part.
- Once XL has received the Warranty Claim form (F-1000), XL's Customer Service Manager will
 approve properly submitted and valid claims and submit them to accounting for reimbursement.
 Reimbursement will generally occur within 30 days from the date XL receives the Warranty Claim
 form.



Material Reimbursement

To receive warranty credit, service parts must be repaired by an XL authorized dealer who has a warranty authorization number (WA#). Any parts claims submitted without a WA# will be denied.

Labor Reimbursement

Labor will be reimbursed at <u>\$65</u> hour. Under exceptional circumstances, XL, in its sole discretion, may approve warranty labor rates in excess of \$65 per hour. Please contact XL Customer Service Manager for repair time allowance, and if the repairs are not covered on time allowance chart, XL will use past job experience and records to set repair time allowance.

Freight Reimbursement

Freight on warranty parts is reimbursed at the ground freight cost. If a dealer or customer requests parts to be shipped via a more expensive method, the dealer/customer will pay difference in cost from the ground rate to the selected method.

Credit Memos

Dealers and customers may choose to accept their warranty reimbursement in the form of a warranty credit, for which XL will issue a credit memo instead of a reimbursement check. Dealers and customers may use these credits towards future purchases.

Return Goods Authorization

If XL requests the return of failed parts, you will be mailed or faxed a Return Goods Authorization or (RGA#) (XL F-2000). Note: An RGA is not a warranty claim form, and no credit will be issued from an RGA form for a warranty claim; a separate warranty claim form must be completed. When returning the RGA, the RGA number must be visible on the outside of the shipping container. If the RGA# isn't visible on the outside of the container, it may be refused at our receiving door and returned at the sender's expense. All Return Goods Authorizations must be delivered to XL prepaid by the sender - no exceptions. XL is not responsible for parts returned without a RGA#, which may result in such parts being lost and no credit being issued for them. Parts returned for warranty evaluation and denied warranty coverage will be held for 30 days from date of our denial letter. After 30 days, all held parts will be scrapped if the sender has not previously requested their return in writing. If a dealer requests XL to return parts, they will be shipped freight -collect. Failure to return a RGA within 30 days from date of the RGA will result in the denial of warranty coverage and a voided RGA. Any attempt to subsequently return the same items will be refused at our receiving door and returned to the dealer at their expense. All parts that XL decides to replace will be held for 60 days after the warranty claim is submitted. After 60 days, the defective parts may be scrapped.

Denied Claims

Dealers will receive written notification of a warranty claim denial stating the reason for the denial. Dealers may appeal the denied claim, and must do so within 30 days of notification of denial. If there has been no appeal within that 30 day period, the claim will be considered closed and no future appeal will be heard. Appeals should be made in writing to XL's Customer Service Manager.