



5274398 Manitoba Ltd. 418 South Railway St., Morden, MB R6M 2G2 phone 204.822.9509 fax 204.822.9514

Cross Country Mfg warrants to the original purchaser only that each new steel boxes and steel chassis (trailers thereafter) manufactured by Cross Country Mfg is free from defects in material and workmanship, for the following period:

- 1st Year – 100%, parts & labour
- 2nd Year – 50%, parts & labour
- 3rd to 5th Year – 50%, parts only

Cross Country Mfg does not warranty trailers against excessive wear or abuse. Overloading and/or not proper operation is not warranted.

This warranty applies only when properly maintained and used in normal service. "Normal service" means usage in the manner and for the purposes for which such goods are generally purchased and utilized and with respect to the loading, unloading and carriage of uniformly distributed legal loads of non-corrosive cargo, properly secured, in a manner which does not subject the vehicles to strains or impacts greater than normally imposed by lawful use on well-maintained public roads. This warranty does not cover components of the trailer as they are covered by original manufacturer's warranty (hoists, axles, wheels, tires, brakes, suspensions, ABS and other). Cross Country Mfg does not warranty Calcium Sprayers or any other parts, accessories or items custom designed or manufactured (Cross Country Mfg will pass on the warranty if the items were purchased with it).

Your sole remedy under this warranty is limited to Cross Country Mfg repairing or replacing at Cross Country Mfg factory or authorized repair station any part or parts thereof, which shall be returned on request to Cross Country Mfg, with transportation charges prepaid and which Cross Country Mfg's examination shall disclose to its satisfaction to have been defective.

Cross Country Mfg makes no warranty whatever in respect to tires, brake drums and other attaching equipment, or to component parts specified by the customer in place of Cross Country's published standard or optional components. Cross Country Mfg also makes no warranty for goods which are not defective but may wear out and must be replaced during the warranty period, including and without limiting the generality of the foregoing, light bulbs, paint and brake linings. No warranty of merchantability is made, and there are no warranties, which extend beyond the description of the face hereof. The warranty provisions described herein shall not apply to any trailer which shall have been repaired or altered, without the prior approval of Cross Country Mfg., in any way so as, in the judgment of Cross Country Mfg. to adversely affect its stability, reliability, or durability; neither shall the warranty provisions described apply to any trailer which has been subjected to misuse, abuse, neglect, accident or incident.

Defects in material and workmanship must be brought to the attention of Cross Country Mfg, using the Warranty Claims form, within 14 days of discovery, and any correction or repairs must be commenced within 30 days thereafter. A completed Warranty Claims form must be submitted or the claim could be denied.

**On any repairs under warranty, Cross Country Mfg must be contacted and its approval given before any work is done.**

1. Cross Country Mfg will not, under any circumstances, accept warranty bills that have not received our prior authorization.
2. Cross Country Mfg will supply all warranty parts unless otherwise agreed to by Cross Country Mfg and the Purchaser.
3. Invoices covering warranty parts and/or labour that Cross Country Mfg considers excessive will be paid based on our cost of such parts and/or labour as if the work had been done at Cross Country Mfg factory.
4. Invoices submitted requesting warranty must indicate the hourly rate for labour and the labour time actually incurred.

**Cross Country Mfg makes no warranties except as expressly stated herein and hereby excludes any implied warranty of merchantability or fitness for particular purpose. It is agreed that Cross Country Mfg shall not be liable for incidental or consequential damages resulting from any breach of warranty including, and without limiting the generality of the foregoing, loss of income, damage to vehicle, attachments, trucks or cargo, towing expenses, or injury to or death of persons.**

**This instrument constitutes the entire agreement between the Purchaser and Cross Country Mfg and the Purchaser understands and agrees that no person is authorized to make any other warranties or representations which will be binding upon Cross Country Mfg with respect to the sale of new trailers manufactured by Cross Country Mfg. This agreement is not valid unless a signed copy is received by Cross Country Mfg within 14 days of date of delivery.**

**Type of trailer (Model):** \_\_\_\_\_ **Serial # of trailer** \_\_\_\_\_

**Delivery date:** \_\_\_\_\_ **Distributor Name** \_\_\_\_\_

**Distributor Address:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_ **Company Name:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_

**Customer Phone #** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CUSTOMER SIGNATURE:** \_\_\_\_\_