



Boat & PWC Trailer Limited Warranty NZ

TRAILER REGISTRATION

Registering the trailer with Futura Trailers Ltd will allow us to provide the owner with notice of any details we may need to supply after they have purchased the trailer.

OBTAINING WARRANTY SERVICE

In order to obtain warranty service under this Limited Warranty, the owner must do all of the following:

1. Prior to warranty repairs the owner must notify Futura Trailers Ltd or one of its authorised, independent dealers, of any claimed defect within the warranty period or 10 days thereafter;
 - a. The last 5 digits of the VIN number of the trailer (located on the left side of the trailer draw bar).
 - b. The nature of the problem.
2. Promptly return the trailer to an authorised Futura Trailers Ltd dealer, or Futura Trailers Ltd distribution centre or other service agent authorised by Futura Trailers Ltd for repairs.

If you believe a defect covered by this Limited Warranty still exists after an attempted repair by an authorised Futura Trailers Ltd dealer or agent, you must contact Futura Trailers Ltd.

LIMITED WARRANTY - STRUCTURE

Futura Trailers Ltd. warrants that each FUTURA BOAT AND PWC TRAILER operated by the original purchaser under normal use in New Zealand or Australia will be free from defects in materials and workmanship on the aluminium chassis for five years following the original purchase, and offers a 1-year warranty against material defects and workmanship on all other components not designed or manufactured by Futura Trailers, subject to the requirements, exclusions and limitations stated below. The obligation of this warranty shall be limited to repairing or replacing any part or parts, which in the opinion of Futura Trailers Ltd are defective in materials or workmanship under normal use and service during the warranty period commencing with the date of the first retail purchase. Futura Trailers Ltd reserves the right to use new or remanufactured parts of similar quality to complete any warranty work.

WARRANTY PERIOD

The warranty period begins on the date the product is first sold to a purchaser. Any repairs, or replacement of parts, or the undertaking of service under this warranty, does not extend the life of this limited warranty beyond its original expiration date from purchase.



PRIOR WRITTEN CONSENT REQUIRED AND RETURN OF DEFECTIVE PARTS REQUIRED

No reimbursement will be made to any dealer or owner for warranty work performed without the prior written consent of Futura Trailers Ltd. Any defective part(s) may be required to be sent by prepaid freight to Futura Trailers Ltd in order to qualify for replacement or reimbursement under this Limited Warranty.

THE CONDITIONS OF THE LIMITED WARRANTY

The trailer must be kept in a safe and roadworthy condition as required for use on New Zealand or Australian roads at all times. Futura Trailers Ltd reserves the right to make any warranty coverage contingent upon any trailer having an up to date registration and/or current WOF or warrant of fitness inspection information sheet. Up to date trailer maintenance is required for warranty claims.

THIS LIMITED WARRANTY COVERS MANUFACTURING DEFECTS ONLY

The liability of Futura Trailers Ltd is limited to the cost of repair and/or replacement of the product under warranty. The limited warranty is invalidated if the defect is caused by misuse, neglect, and tampering, incorrect adjustment, modification or overloading. It is invalidated if unauthorised persons carry out any alterations.

This limited warranty does not cover electrical system corrosion, corrosion resulting from damage, corrosion that causes purely cosmetic damage, abuse or improper service. Bearing failure is not covered as bearing performance is highly dependent on owners diligence in maintaining greasing, nor is any consequential loss incurred through the use of the trailer or any failure of the trailer or any part of it.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subject to negligence, accident, abuse, misuse, improper loading or has been repaired or altered without the prior written consent of Futura Trailers Ltd.

Futura Trailers Ltd will not be responsible for consequential, incidental, special or indirect damages of any kind which may be incurred as a result of any defect in material or workmanship, including, but not limited to, loss of time, inconvenience, loss of income from use of said product, or in any way manufacturer will not be responsible for any fees or fines incurred by purchaser relating to any warranted claims against manufacturer.



Futura Trailers Ltd is not responsible for costs relating to transportation, delivery charges and freight of the affected product.

This Limited Warranty does not provide coverage for any of the following:

1. Damages caused by failure to provide proper maintenance and repair, loose or improperly torqued wheel nuts, loose nuts, bolts and screws (maintaining necessary tightness is the owners responsibility);
2. Damage caused by failure to check and torque wheel nuts properly;
3. Any part or component of the trailer that was not manufactured or installed by Futura Trailers Ltd;
4. Any work performed or options installed by others;
5. After-market equipment or accessories installed on the trailer after completion of manufacture by Futura Trailers Ltd, or any defects or damage caused by such items;
6. Normal deterioration of anodising, galvanising and powder-coating due to wear or exposure, including but not limited to rust, corrosion, oxidation scratches and cosmetic blemishes;
7. Normal maintenance and service items, will not be replaced due to wear (items include, but are not limited to, bearings, bushes, brakes, winch cable, brake linings and battery);
8. Trailers not purchased through an authorised dealer of Futura Trailers Ltd trailers, and trailers purchased directly or indirectly through auction, salvage, repossession, or other non-customary sale means;
9. Defects or damage caused by, in whole or in part, or in any way related to: accidents, misuse including off-road use, or negligence;
10. Any damage caused to the boat or PWC due to defective materials or workmanship;
11. If the trailer is commercially rented out this Limited Warranty is null and void;
12. Damage due to the addition of weight to the trailer that causes the trailer's total weight to exceed applicable trailer weight ratings or to cause improper towing because of improper load balance;
13. Damage due to carrying anything other than a boat or PWC;
14. Alteration or modification of the trailer except such alterations or modifications approved in writing by Futura Trailers Ltd, including but not limited to welding of the chassis;
15. Acts of God or other environmental conditions, such as lightning, hail, salt, or other chemicals in the atmosphere;
16. Condensation and the results of condensation including water damage;
17. De-icing agents or other chemicals applied to the trailer;
18. Failure to properly maintain or service the trailer, including but not limited to the maintenance of lubricants;
19. Selection, use, and operation of any coupling assembly;
20. Use of incorrect or altered tow ball or improper latching;
21. Failure to seek and obtain repairs in a timely manner;



22. Failure to use reasonable efforts to mitigate damage caused by defects;
23. Acts or omissions of any person or entity other than Futura Trailers Ltd;
24. Failure to comply with the instructions set forth in any [owner's manual](#).

OTHER EXCLUSIONS NOT COVERED BY THIS LIMITED WARRANTY

The Futura Trailers Ltd trailer is engineered to properly handle the gross vehicle load rating on the certification label. Load distribution has a definite effect upon the towing characteristics and attributes of the trailer. There are limits to the amount of load that can be safely transported depending upon speed and road conditions, and reasonable cause to believe these factors have been exceeded could void the Futura Trailers Ltd warranty. For additional information on the loading of your trailer, consult your Owner's Manual.

The axle is manufactured to a tolerance of 1-degree camber and 3mm toe-in. These tolerances will only change if the trailer is subjected to abuse, such as dropping off a sharp berm, striking a curb, or hitting a deep hole in the road. Such damage could be considered as resulting from an accident which risks are not covered under the warranty. Abnormal tire wear and/or wheel alignment resulting from such damage is not covered under the terms of the warranty.

In addition to the above exclusions, Futura Trailers Ltd expressly excludes from this Limited Warranty the following: tow vehicle wiring, loss of time, inconvenience, loss of use of trailer, rental of substitute equipment, loss of revenues, or other commercial loss; and tow vehicle wear.

It is the responsibility of the owner to use a tow vehicle with a suitable tow capacity when towing the trailer. Any use of the trailer that exceeds the tow vehicle manufacturer's specific limitations are not covered by this Limited Warranty.

LIMITATION

Futura Trailers Ltd responsibility under this limited warranty shall be limited to repair or replacement of parts at the Futura Trailer facility, Futura Trailers Ltd dealer facility, or for a reasonable allowance, at another place approved in writing by Futura Trailers Ltd. If such a warranty fails because attempts at repair are not completed within a reasonable time, or it fails for any other reason, any damages are limited to the lesser of either the cost of the needed repairs or reduction in the market value of the trailer caused by the lack of repairs. Replacement parts are warranted for the balance of the original warranty period.



REPAIRS UNDER LIMITED WARRANTY

The customer must provide Futura Trailers Ltd Ltd with a reasonable opportunity to repair, and reasonable access to the product for warranty service/repair. Limited warranty claims shall be made by delivering the product for inspection to Futura Trailers Ltd or one of its designated agents to service/repair the product. The purchaser/customer in that case shall pay for all related transportation charges and or travel time. If the service/repair provided is not covered by this warranty, the purchaser/customer shall also pay for all related labour and materials, and any other expenses associated with that service/repair. Purchaser/ customer shall not, unless arranged or requested by Futura Trailers Ltd, send the product or parts of the product directly to Futura Trailers Ltd without prior arrangements.

DISCLAIMERS

This Warranty is expressly in lieu of any other warranty not expressly provided herein which but for this provision might arise by operation of law, including any express warranties made outside this limited warranty, implied warranties of merchantability, implied warranties of fitness for a particular purpose, and any breach of contract. These warranties are hereby expressly excluded and disclaimed. If they cannot be disclaimed, any implied warranties of merchantability and fitness for a particular purpose are expressly limited to a term of one (1) year, unless applicable laws provide for otherwise.

Under no circumstance shall Futura Trailers Ltd be liable to purchaser or any other person for any special, incidental or consequential damages, whether arising out of breach of warranty, breach of contract, tort or otherwise, unless laws provide for otherwise.

No one, including authorised Futura Trailers Ltd dealers, is authorised to make further or additional warranties on behalf of Futura Trailers Ltd. Authorised repairs do not extend the term of this limited warranty.

DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

Futura Trailers Ltd hereby disclaims any and all incidental and consequential damages arising out of or relating to the trailer, including expenses such as transportation to and from vehicle dealerships and Futura Trailers Ltd repair facilities, loss of time, loss of pay, loss of use, inconvenience, commercial loss (including lost profits), towing charges, bus fares, vehicle rental, service call charges, gasoline expenses, incidental charges such as telephone calls and facsimile transmissions, and expenses for lodging. This disclaimer is independent of any failure of the essential purpose of any warranties provided with a trailer, and shall survive any determination that a warranty failed of its



essential purpose. Some Australian states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Futura Trailers Ltd may direct you to an authorised Futura Trailers Ltd repairer, or may request that you bring your trailer to the Futura Trailers Ltd facility in Auckland.

Replacement parts are sent to whoever is responsible for the repair. Futura Trailers Ltd will not be responsible for improper repairs made to Futura Trailers Ltd. Futura Trailers Ltd will not be responsible for non-authorised replacement parts used in repairs. Products or parts produced by another manufacturer and distributed by Futura Trailers Ltd will be covered by the respective manufacturer's warranty.

THIS WARRANTY IS TRANSFERABLE FROM THE ORIGINAL OWNER UPON NOTIFICATION TO AND ACCEPTANCE BY Futura Trailers Ltd.