



## **FUTURA TRAILERS TWO-YEAR LIMITED WARRANTY**

### **REGISTER YOUR PURCHASE**

U.S. DEPARTMENT OF TRANSPORT (DOT) REQUIRES FUTURA TRAILERS INC TO HAVE A RECORD OF THE FIRST PURCHASER OF A NEW VEHICLE. PLEASE ASSIST YOUR DEALER BY PROVIDING THE NECESSARY INFORMATION TO REGISTER YOUR TRAILER OR REGISTER ON OUR WEB SITE

<https://www.futuratrailers.com/my-futura>

E-MAIL TRAILERS@FUTURATRAILERS.COM OR PHONE 855 744 3877

Registering with Futura Trailers will allow us to better serve your needs as a Futura Owner after you have purchased the trailer.

### **OBTAINING WARRANTY SERVICE**

To obtain service under this Limited Warranty, the Purchaser must do all of the following:

1. Prior to repairs, the Purchaser must notify Futura Trailers or one of its authorized, independent dealers, of any claimed defect within the limited warranty period or 10 days thereafter;
  - a. The last 5 digits of the VIN number of the trailer (the VIN plate is located on the left side of the trailer tongue).
  - b. A clear explanation and clear, dated, photographs of the parts in question
2. Promptly return the trailer to an authorized Futura Trailers dealer, Futura Trailers distribution centre or other service agent authorized by Futura Trailers for repairs.

If you believe a defect covered by this Limited Warranty still exists after an attempted repair by an authorized Futura Trailers dealer or agent, you must contact Futura Trailers. Contact details are available on [futuratrailers.com](http://futuratrailers.com) website.

### **LIMITED WARRANTY - STRUCTURE**

Futura Trailers warrants that each FUTURA TRAILER operated by the original purchaser under normal use in the USA, Canada or Mexico will be free from defects in materials and workmanship for two years following the original purchase, 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 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 reserves the right to use new or remanufactured parts of similar quality to complete any warranty work.

**LIMITED WARRANTY PERIOD**

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

**PRIOR WRITTEN CONSENT AND RETURN OF DEFECTIVE PARTS REQUIREMENTS**

No reimbursement will be made to any Dealer or Purchaser for warranty work performed without the prior written consent of Futura Trailers. Any defective part(s) may be required to be sent by prepaid freight to Futura Trailers 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 State roads at all times. Futura Trailers reserves the right to make any warranty coverage contingent upon any trailer having an up-to-date registration and/or current Safety Certificate, or Certificate of Inspection as required by the relevant State laws. Up-to-date trailer maintenance is required for limited warranty claims. Routine maintenance and correct use and storage are the responsibility of the Purchaser.

**THIS LIMITED WARRANTY COVERS MANUFACTURING DEFECTS ONLY**

The liability of Futura Trailers Inc and Futura Trailers Ltd is limited to the cost of repair and/or replacement of the product under 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, off-road use, improperly hitched, failure to provide proper maintenance, improperly stored, commercial use, or has been repaired or altered without the prior written consent of Futura Trailers.

The Limited Warranty is invalidated if the defect is caused by failure to follow instructions of correct use, misuse, neglect, lack of proper maintenance, tampering, incorrect adjustment, modification or overloading. It is invalidated if unauthorized persons carry out any alterations or repairs.

**CONSEQUENTIAL LOSS OR DAMAGE IS NOT COVERED BY THIS LIMITED WARRANTY**

Futura Trailers' limited warranty does not cover any consequential loss or damage resulting from the use of the trailer or any failure of the trailer or its parts. This includes but is not limited to loss of use, time, inconvenience, personal property damage or loss, loss of income, or any other type of damages, foreseen or unforeseen. Futura Trailers Inc and Futura Trailers Ltd will not be responsible for any fees or fines incurred by the purchaser relating to any warranty claims against the manufacturer. Furthermore, any costs related to transportation, delivery charges, and freight of the affected product are not the responsibility of Futura Trailers.

**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 nuts, bolts and screws (maintaining necessary tightness is the Purchaser's responsibility);
2. Electrical system corrosion, corrosion resulting from damage, or corrosion that causes purely cosmetic damage, abuse or improper service;
3. Bearing failure is not covered as bearing performance is highly dependent on Purchaser's diligence in maintaining greasing and adjusting;
4. Damages caused by failure to check and torque wheel lug nuts properly;
5. Defects or damage caused by, in whole or in part, or in any way related to; accidents, misuse including off-road use, or negligence;
6. Damage due to the addition of weight to the trailer that causes the trailer's total weight to exceed manufacturer-stated specifications, trailer weight ratings or to cause improper towing because of improper load balance;
7. Damage due to carrying anything other than rubber-tire vehicles, with all tires in contact with the trailer deck.
8. Jack wheels are not covered as jack wheels are easily damaged due to incorrect use of the jack.
9. Any part or component of the trailer that was not manufactured or installed by Futura Trailers;
10. After-market equipment or accessories installed on the trailer after completion of manufacture by Futura Trailers, or any defects or damage caused by such items;
11. Any work performed or options installed by individuals or organisations other than Futura Trailers, a repair agent with written authority from Futura Trailers or the Dealer who sold the trailer when new.
12. Alteration or modification of the trailer except such alterations or modifications approved in writing by Futura Trailers, including but not limited to welding of the chassis;
13. Normal deterioration of anodising, zinc plating, galvanising and powder-coating due to wear or exposure, including but not limited to rust, corrosion, oxidation, scratches and cosmetic blemishes;
14. Normal maintenance and service items shall not be replaced due to wear (items include, but are not limited to bearings, bushes, sheaves, brakes, rigging cable and rope, brake linings, latches and battery);
15. Failure to properly maintain or service the trailer, including but not limited to the maintenance of lubricants;
16. Failure to seek and obtain repairs promptly;
17. Selection, use and operation of any hitch assembly;
18. Use of incorrect or altered hitch ball or improper latching;
19. Trailers not purchased through an authorized Dealer of Futura Trailers products and trailers purchased directly or indirectly through auction, salvage, repossession or other non-customary sale means;
20. If the trailer is commercially used or rented out this Limited Warranty is null and void. Any commercially active trailer is covered under the Futura Trailers Limited Commercial Warranty.
21. Acts of god or other environmental conditions such as lightning, hail, salt or other chemicals in the atmosphere;
22. Condensation and the results of condensation including water damage;
23. Damage incurred by excessive snow loading.
24. Damage caused by de-icing agents or other chemicals applied to the trailer;
25. Failure to use reasonable efforts to mitigate damage caused by defects;
26. Any damage caused to the loaded vehicle or tow vehicle due to defective materials or workmanship;
27. Acts or omissions of any person or entity other than Futura Trailers;
28. Failure to comply with the instructions outlined in any Owner's Manual or guide provided or made available online by Futura Trailers.

## **OTHER EXCLUSIONS NOT COVERED BY THIS LIMITED WARRANTY**

The Futura Trailers trailer is engineered to properly handle the gross vehicle load rating on the certification label. Load distribution has a definite effect on the towing characteristics and attitudes 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' Limited Warranty. For additional information on the loading of your trailer, consult your Owner's Manual or gross vehicle weight rating plate.

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 in which risks are not covered under the Limited Warranty. Abnormal tire wear and/or wheel alignment resulting from such damage is not covered under the terms of the Limited Warranty.

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

The trailer covered by this Limited Warranty is designed to be towed by a vehicle with up to one (1) ton capacity and any use of the trailer that exceeds the tow vehicle manufacturer's specific limitations are not covered by this Limited Warranty.

## **LIMITATION**

Futura Trailers' responsibility under this Limited Warranty shall be limited to the repair or replacement of parts at the Futura Trailers facility, Futura Trailers Dealer facility or for a reasonable allowance, at another place approved in writing by Futura Trailers. 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 Limited Warranty period. Replacement parts are sent to whoever is responsible for the repair. Futura Trailers will not be responsible for improper repairs made. Futura Trailers will not be responsible for non-authorized replacement parts used in repairs. Products or parts produced by another manufacturer and distributed by Futura Trailers will be covered by the respective manufacturer's warranty.

Futura Trailers may direct you to an authorized Futura Trailers Dealer or repairer, or for US customers, may request that you bring your trailer to the Futura Trailers facility in California or South Carolina.

## **REPAIRS UNDER LIMITED WARRANTY**

The customer must provide Futura Trailers with a reasonable opportunity to repair, and reasonable access to the product for service/repair. Limited Warranty claims shall be made by delivering the product for inspection to Futura Trailers facility or with prior written approval to one of its designated pre-approved agents to service/repair the product. The Purchaser in that case shall pay for all related transportation charges and or travel time. If the service/repair provided is not covered by this Limited Warranty, the Purchaser shall also

pay for all related labour and materials, and any other expenses associated with that service/repair. Purchaser shall not unless arranged or requested by Futura Trailers send the product or parts of the product directly to Futura Trailers without prior arrangements.

## **DISCLAIMERS**

This Limited 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 two (2) years, unless applicable laws provide for otherwise.

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

No one, including authorized Futura Trailers Dealers, is authorized to make further or additional warranties on behalf of Futura Trailers. Authorized repairs do not extend the term of this Limited Warranty. Futura Trailers reserve the right to make changes to this document without notice.

## **CONSEQUENTIAL LOSS OR DAMAGE DISCLAIMER**

Futura Trailers Inc and Futura Trailers Ltd hereby disclaim any and all incidental and consequential loss or damages arising out of or relating to the use of the trailer or any failure of the trailer or any part, including but not limited to expenses for loss of time, loss of pay, loss of use, inconvenience, commercial loss (including lost profits), towing charges, bus fares, vehicle rental, service call charges, fuel expenses, incidental charges such as telephone calls, 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 states do not allow the exclusion or limitation of incidental or consequential loss or damages, so the above limitation or exclusion may not apply to you.

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

Futura Trailers Inc and Futura Trailers Ltd will not be responsible for consequential, incidental, contingent liabilities, special or indirect damages of any kind which may be incurred as a result of any defect in material or workmanship or the failure of any parts to operate properly, including, but not limited to, loss of use, loss of time, inconvenience, personal property loss or damage, loss of income from the use of the said product, or any other type of damages, general or specific, foreseen or unforeseen, or in any way, Futura Trailers will not be responsible for any fees or fines incurred by purchaser relating to any warranted claims against the manufacturer.

THIS LIMITED WARRANTY IS TRANSFERABLE FROM THE ORIGINAL PURCHASER UPON NOTIFICATION TO AND ACCEPTANCE BY FUTURA TRAILERS.