



LIMITED WARRANTY



Mirage Trailers LLC, ("Warrantor") warrants to the ORIGINAL CONSUMER PURCHASER ("Purchaser") and for a period of ONE (1) YEAR from the date of purchase by Purchaser, that its trailer (the Product) shall be free of Defects in materials and workmanship attributable to Warrantor. The term "Defects" as used herein shall be defined as the absence of something necessary and essential to the proper use of product and shall not include minor imperfections or flaws. Excluded from this warranty are electrical, plumbing, windows, doors, seals, sealant, paint, undercoating and fiberglass parts.

Xpo Cargo Trailers are warranted for NINETY (90) Days from date of purchase by Purchaser. The terms of this warranty are identical in scope to the warranty policy as listed above.

THINGS EXCLUDED FROM WARRANTY

Warrantor is not responsible for claims relating to the following:

- (1) defacing: scratches, dents, chips, tears and defacing on any surface;
- (2) minor imperfections;
- (3) routine maintenance and normal wear and tear;
- (4) component parts covered by a supplier warranty such as warranties of the manufacturer of tires, axles, jacks, couplers, windows, light fixtures, etc., as these claims are governed by the specific terms of the supplier warranty and must be presented directly to their respective component manufacturer for warranty service; or
- (5) moisture, water and/or snow intrusion of any kind as no trailer can be manufactured to completely prevent the intrusion of moisture, water and/or snow.
- (6) Deterioration resulting from accidental or intentional exposure to de-icing salts, chemicals, road grime, fertilizers, or other corrosive agents.
- (7) Paint to include factory or vendor coated parts and pieces, or loss of coating on moving parts such as bar locks, hasps, hinges, etc.
- (8) Bonded (screwless) exterior or interior panels that separate from wall studs.
- (9) Incidental expenses including, but not limited to, transportation or delivery of the product to the dealer or manufacturer, lost income, or fuel.

TERMINATION OF WARRANTY

The warranties provided by herein will not cover and shall automatically terminate and become void with respect to the Product if the Product is ever damaged as a result of:

- (1) overloading or improper weight distribution;
- (2) subjecting the Product to excessive use or excessive mileage;
- (3) unlawful or negligent operation;
- (4) abuse, misuse, or neglect including but not limited to failure to follow any recommended service or preventive maintenance schedule or operating procedures;
- (5) improper hitch ball or tow vehicle hookup; or
- (6) a collision or other accident.

Additionally, all warranties will automatically terminate upon:

- (1) modification of the trailer or any trailer components, or a repair of the trailer without Warrantor's prior written approval;
- (2) towing the Product with a vehicle larger or more powerful than a one-ton truck unless the appropriate trailer reinforcement option is ordered and built into the Product;
- (3) placing the Product in commercial or rental use; or
- (4) the sale of Product by an unauthorized dealer or the sale after Product has been used.
- (5) the product is used as a dealer "demo unit"

Due to axle manufacturer limitations Product manufactured in triple axle configurations are not warranted whatsoever.

Mirage Trailers LLC reserves the right for final determination whether or not the product has been abused or misused by the purchaser.

WARRANTOR'S OBLIGATION-PURCHASER'S OBLIGATIONS

Warrantor shall elect remedy Defects and materials and workmanship caused by Warrantor by repair or replacement at Warrantor's choice. If repair or replacement is not possible Warrantor may, in Warrantor's sole discretion, elect to refund the original purchase price less the cost of any modifications or upgrades requested by Purchaser. It is Purchaser's obligation to notify Warrantor in writing of any Defect within fourteen (14) days after the discovery of said Defect or after said Defect could have been discovered through inspection or use. All Defective products shall be delivered to Warrantor's principal manufacturing facility in Nampa, Idaho unless prior written approval is obtained from Warrantor. Warrantor may, at its option, select another qualified location for the repair to be completed. Warrantor will not be obligated, in any way, to pay for any repairs made without its specific written prior approval. All costs incurred in shipping or delivering the Product for warranty service shall be born by the Purchaser. Warrantor shall, when possible, remedy defects within a reasonable time, not to exceed sixty (60) days after receipt of Product from Purchaser. Purchaser must complete and return to Warrantor the attached warranty card within fifteen (15) days of the delivery of the Product to activate warranty; failure to do so will automatically void the warranty.

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES

WARRANTOR EXPRESSLY EXCLUDES AND OR DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OTHER IMPLIED WARRANTIES. IN THE EVENT IMPLIED WARRANTIES ARE NOT EXCLUDABLE THEN WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED WARRANTIES TO THE MINIMUM TIME AS ALLOWED BY LAW. There are no warranties which extend beyond the terms contained in this warranty.

DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

THE ORIGINAL PURCHASER OF WARRANTOR'S PRODUCT AND ANY PERSON TO WHOM THE PRODUCT IS TRANSFERRED, AND TO ANY PERSON WHO IS A BENEFICIARY OR AN INTENDED USER OF THE PRODUCT SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL



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DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT; INCLUDING BUT NOT LIMITED LOSS OF USE OF TRAILER, LOSS OR DAMAGE TO ANY PERSONAL PROPERTY, DAMAGE TO THIRD PARTY COMPONENTS INSTALLED ON THE PRODUCT, LOSS OF REVENUES OR ANY OTHER COMMERCIAL LOSSES, COST FOR USE OF RENTAL EQUIPMENT, TOWING, ATTORNEYS FEES OR LOSS OF TIME AND/OR INCONVENIENCE. Some states do not allow for the exclusion or the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.