



*'America's Premier Trailer Manufacturer'*

## **STRICK TRAILERS, LLC**

### **FIVE-YEAR WARRANTY**

#### **HOW TO FILE A CLAIM**

- 1) Notify the Strick Trailers, LLC Warranty Department immediately upon discovery of the claimed defect.  
Contact: **DAN McCOY (260-692-1355)**
- 2) Please provide the following information:
  - Serial number of the trailer and sales order number
  - Name of company submitting claim
  - A complete description of the problem
  - In certain circumstances we may require photographs of the problem area
  - The names of two proposed repair shops and copies of estimates of their repair costs
  - The location of the trailer so it can be inspected
- 3) If the claim is approved under the terms of this warranty, Strick will issue a claim number, which must appear on all invoices.
- 4) In some cases Strick may require that the trailer, or certain parts or components, be returned to our Fairless Hills office, a Strick plant, or a designated service shop at purchaser's expense. Replacement parts will be furnished, conditions permitting, if Strick determines part to be defective.
- 5) All warranty work must be performed at the location designated or approved by Strick Warranty Department. Warranty coverage is limited to work which is specifically authorized.
- 6) Any unauthorized work or parts appearing on an invoice filed in connection with a warranty claim will not be paid by Strick, and may delay processing the remainder of the claim. **WORK PERFORMED WITHOUT PRIOR AUTHORIZATION OF THE STRICK WARRANTY DEPARTMENT WILL NOT BE PAID UNDER ANY CIRCUMSTANCES.**
- 7) If you have any questions about Strick's warranty policy or a specific situation, contact the Warranty Department.

#### **WHAT'S COVERED**

We are please to offer this warranty to the original purchaser for the Strick equipment.

Strick Trailers, LLC warrants that covered equipment for five years after delivery to be free from manufacturing defects in materials and workmanship. If we find any equipment to have been defective within the terms of this warranty at time of delivery, we will choose either to repair or replace it.

Paint on rear frames and kingpin wraps are warranted to be free of corrosion resulting from defective paint or defective application thereof for a period of three years after delivery. Provided that Strick's obligation to pay for any paint repair or replacement required shall not exceed two-thirds of such cost after twelve months subsequent to delivery, and shall not exceed one-third of such costs after twenty-four months subsequent to delivery.

Strick must be notified of any claim of any defect under this warranty as soon as possible after the defect is, or ought to have been discovered. It is your responsibility to return the equipment to Strick right away so that we can evaluate your claim.

## **WHAT'S NOT COVERED**

Strick Trailers, LLC warranty responsibility does not include the following:

Parts which are subject to wear and tear, and those which, even though not defective, are usually replaced in proper maintenance programs. These include such items as seals, gaskets, lamps, brake components, and undercoating.

**Purchased parts, accessories and components are subject to the warranty terms and conditions of that supplier.**

Equipment which has been abused, misused, altered or improperly maintained; or not maintained and operated in accordance with the suggestions or instructions of the manufacturer of the equipment or any of its parts, accessories or components.

Equipment which is operated or used in service after the claimed defect is, or ought to have been, discovered.

Equipment employed in other than proper use. "Proper use" means loading, unloading and carriage over properly maintained public highways of uniformly distributed loads of correctly secured, non-corrosive cargo. The equipment and each of its parts must not be subject to concentrated load, or load in excess of the limitations imposed by the manufacturer; or accidental damage, casualty, impact or shock greater than ordinarily encountered in the service for which the equipment and each of its parts was intended. The equipment must not be subjected to high density cargo, or cargo which may oxidize, dent, puncture, contaminate, or damage in any way the interior or exterior of the equipment.

Any and all used equipment is sold "AS IS".

## **THE REST OF THE DEAL**

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS WHATSOEVER, EXPRESSED OR IMPLIED BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.**

Strick's liability does not extend to cargo loss, loss of equipment use, warehousing, transportation costs, labor, handling or service charges, loss of business, or any other damages, losses, charges, direct, indirect, incidental, special, consequential or otherwise, in connection with, related to, or arising out of sale, use, operation, alteration, repair or replacement of any equipment or part or component thereof.

Repair or replacement of any equipment or part, by anyone for any reason, will not extend the warranty period, nor obligate Strick to repair or replace any other equipment or part.

Any claim that Strick is not fulfilling its obligation under this warranty must be made in writing within 60 days of the alleged breach or the claim will be considered waived, even if it takes place after the warranty period, regardless of any discussion, agreement, inspection or investigation.

This warranty, and any of the rights arising therefrom, are not assignable, transferable or available to any person other than the purchaser.