

# MANUFACTURER'S LIMITED WARRANTY FOR ALL PRODUCTS MANUFACTURED BY LEGEND MANUFACTURING, INC., 7945 N. ALGER RD. ALMA, MI 48801 ARE SUBJECT TO SPECIFIC AND IMPLIED WARRANTIES AS FOLLOWS:

Subject to the requirements, exclusions and limitations stated within this document, Legend Trailers are warranted by Legend Manufacturing, Inc. (Warrantor) to the original retail purchaser (Purchaser) against defects in materials and workmanship by Warrantor, arising from normal use, for a time frame from the date of original purchase in accordance to the matrix and terms set forth below which will be strictly applied. This warranty is effective for model year 2020 and later trailers. This warranty is not transferrable.

# LIMITED WARRANTY FOR FRAME STRUCTURE, ALUMINUM ROOF, AND ENGINEERED WOOD FLOORING

The structure is that portion of the trailer which includes the main frame, consisting of the sub frame, bottom rails, cross-members, wall uprights, and top rails or roof bows; excluding exterior skin, electrical, sealant, bonding, paint, fasteners, floorboards, fiberglass parts, other components warranted by other manufacturers, and running gear. Legend's Limited One (1) piece Aluminum Roof warranty applies only to corrosion and deterioration for the term set forth in the matrix below. Legend's Limited Engineered Wood Flooring warranty applies only to decay caused by fungus or termite attack for the term set forth in the matrix below.

SERIES/MODEL	STRUCTURAL WARRANTY	ALUMINUM ROOF WARRANTY	ENGINEERED WOOD FLOOR
LEGEND PREMIUM ENCLOSED *	Limited Lifetime	Twenty-five (25) Years	Twenty-five (25) Years
LEGEND EXPLORER SERIES	Three (3) Years	Twenty-five (25) Years	Twenty-five (25) Years
LEGEND CYCLONE SERIES	Two (2) Years	Twenty-five (25) Years	Twenty-five (25) Years
LEGEND THUNDER SERIES	Two (2) Years	Twenty-five (25) Years	Twenty-five (25) Years
LEGEND OPEN SERIES	One (1) Year	N/A	N/A

# \* Excludes: Thunder, Explorer, Cyclone, and Open Trailers

# EXCLUSIONS

1. Any trailer utilized as a rental unit or dealer demo is warranted for ninety (90) days from the date of original retail purchase.

2. In the case of a bonding agent failure, Warrantor or its approved repair facility may, at its discretion, install a mechanical fastener (i.e., rivets, screws, etc.) as part of our repair process in lieu of or in addition to the original bonding agent.

3. Legend Manufacturing, Inc. explicitly excludes any warranty on painted finish due to inherent conditions such as "normal use" set forth below and of deterioration due to use or exposure, such as chipping, scratching, fading, damage from road debris, sand, salt, tar, weather conditions or damage caused by inappropriate washing/waxing solutions or chemicals.

# **EXCLUSION OF COMPONENTS WARRANTED BY OTHER MANUFACTURERS**

Tires, axles, brake components, suspension components, couplers, jacks, doors, windows, wooden flooring, lights and other electrical fixtures, batteries, and plumbing, etc. purchased and installed by Legend Manufacturing, Inc. are warranted by their respective manufacturers and are excluded from this Legend Limited Warranty.

# NORMAL USE, REPAIRS OR ALTERATIONS

This Limited Warranty covers only defects in original components which arise from normal consumer use and does not apply if the trailer has been subjected to negligence, accident, abuse, misuse, neglect, overload, commercial use, improperly hitched, improperly stored, or has been repaired or altered without the prior written consent of Legend Manufacturing, Inc. Normal wear items including, but not limited to, struts, lights, bearings, brakes, brake linings, tires and batteries will not be replaced due to wear. Defacing under normal use, including scratches, dents, chips, tears, paint, rust, corrosion or other defaced surfaces are specifically excluded from this warranty. Routine maintenance is the responsibility of the Purchaser.

# TRANSPORTATION COSTS EXCLUDED

Transportation and/or towing of any trailer to or from Legend Manufacturing Inc., your dealer, or any other Warrantor approved repair facility shall be the responsibility of the Purchaser. Legend Manufacturing, Inc. shall not be liable for any such costs.

# PRIOR WRITTEN CONSENT AND RETURN OF DEFECTIVE PARTS

No reimbursement will be made to any dealer or owner for repairs made without the prior written consent of Legend Manufacturing, Inc. Defective part(s) may be required to be sent by prepaid freight to Legend Manufacturing, Inc. in order to qualify for replacement or reimbursement under this Limited Warranty.

#### **OTHER PRODUCTS EXCLUDED**

This Limited Warranty applies exclusively to trailers manufactured by Legend Manufacturing, Inc. Any products not manufactured by Legend Manufacturing, Inc. are specifically excluded from this warranty. Authorized repairs do not extend the term of this Limited Warranty.

### LIMITATIONS

WARRANTOR'S SOLE RESPONSIBILITY UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE PARTS AT LEGEND'S FACTORY; HOWEVER, UNDER SOME CIRCUMSTANCES WITH PRIOR WRITTEN APPROVAL AND AT WARRANTOR'S DISCRETION, OFFSITE REPAIR MAY BE ARRANGED AT A REPAIR FACILITY DEEMED ACCEPTABLE BY WARRANTOR AT A REASONABLE ALLOWANCE RATE. ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF ANY PARTS TO OPERATE PROPERLY ARE HEREBY EXCLUDED; INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM LOSS OF USE, INCONVENIENCE, LOSS OF TIME, PERSONAL PROPERTY LOSS OR DAMAGE, COMMERCIAL LOSS OR ANY OTHER TYPE OF DAMAGES, GENERAL OR SPECIFIC, FORESEEN OR UNFORESEEN, UNLESS APPLICABLE STATE LAW PROVIDES OTHERWISE.

### DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS. WARRANTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO LEGEND TRAILERS WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THIS WRITTEN WARRANTY. NO ONE, INCLUDING AN AUTHORIZED LEGEND DEALER, IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF LEGEND MANUFACTURING, INC. ALL IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR INTENDED USE ARE LIMITED TO WARRANTY PERIODS STATED WITHIN THIS DOCUMENT, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.

#### **DISPUTES UNDER THIS LIMITED WARRANTY**

Any and all disputes and claims of any kind and nature whatsoever arising under this Limited Warranty shall be handled as provided in any agreement of purchase and sale for the Product. If such agreement does not include an express provision relating to the handling of disputes and claims, then the following terms shall apply to this Limited Warranty:

This Limited Warranty shall be deemed to have been made in the State of Michigan (without regard to the conflict of law principals of the State), including all matters of construction, validity and performance regardless of the location of the Product. Purchaser expressly waives any and all right to jury trial regarding any dispute hereunder. You hereby irrevocably submit to the exclusive jurisdiction and venue of courts sitting in Gratiot County, Michigan, You hereby irrevocably waive, and hereby agree not to assert by way or motion, defense, or otherwise, any claim that you are not subject personally to the jurisdiction of such courts, that the Product or any other property of yours is exempt or immune from attachment or execution, that any action brought under this Limited Warranty is brought in an inconvenient forum, that the venue of the action is improper or that this Limited Warranty cannot be enforced by any such courts.

### WARRANTY CLAIM PROCEDURE

In order to validate this Limited Warranty, Purchaser must complete, sign, and return the warranty registration card provided at the time of original sale to Warrantor within fifteen (15) days. IF THIS WARRANTY IS NOT COMPLETED BY THE FIFTEENTH DAY AFTER PURCHASE OF THE TRAILER, ALL EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY SHALL BE NULL AND VOID EXCEPT AS PROHIBITED BY LAW.

Purchaser must notify Warrantor or the original dealership where the trailer was purchased of any defect within fifteen (15) days after discovering a problem with your Legend trailer. If, upon inspection, your dealer cannot repair the problem free of charge and you want to file a claim under this Warranty and within fifteen (15) days of your discovery of the defect, your local dealer must send a Limited Warranty Claim form to Legend Manufacturing, Inc. by fax, email, or online at <u>www.legendmfginc.com</u>, together with all required information.

Legend Manufacturing, Inc. will acknowledge and respond as soon as possible, but no later than thirty (30) days after receipt of the claim. Any defective part(s) may, at Warrantor's discretion, be sent by prepaid freight to Legend Manufacturing, Inc., in order to qualify the claimant for replacement under this Limited Warranty. Warrantor reserves the right to not pay unreasonable costs for replacement or repair defects in Legend trailers and may, at Warrantor's discretion, establish a reasonable reimbursement for any authorized work performed under the terms of this Limited Warranty.

LEGEND MANUFACTURING, INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS LIMITED WARRANTY. For questions or comments, please direct your correspondence to the address below.

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