

## BIG BUBBA'S TRAILER AND AUTO SALES ALASKA WARRANTY

Big Bubba's Trailer and Auto Sales Alaska ("Warrantor") warrants to the original consumer purchaser ("Purchaser") that the trailer ("Product") shall be free of defects in materials and workmanship, except as herein limited, provided all stated conditions and exclusions are satisfied. The term "defects" is defined as the absence of something necessary and essential to the proper use of the Product. Minor imperfections and flaws are not defined as defects.

This warranty is limited to the first retail purchaser and it is not transferable; moreover, it is not applicable to rental trailers. This warranty strictly applies to trailers ("Product") manufactured by (1) Big Bubba's Trailer Sales & MFG based out of Ogden, Utah, or (2) Baughman Products based out of Layton, Utah and sold by Big Bubba's Trailer and Auto Sales Alaska. This warranty is not applicable if Product is purchased from someone else other than Big Bubba's Trailer and Auto Sales Alaska. Moreover, this warranty does not cover any other brand, make, manufacturer, etc. whatsoever.

### WHAT'S COVERED?

**One Year Limited Warranty** is limited to coupler, electrical i.e. wiring, lights and connections and ramps or ramp gate. Aftermarket products installed or applied by Manufacturer and/or Warrantor are excluded from this warranty but may be warranted by the applicable supplier.

**Five Year Limited Warranty** is limited to the overall frame structure and associated frame components on all product models. These include: main frame, sub frame, tongue, crossmembers, vertical supports, top rails, fender installation, and welds.

### WHAT'S EXCLUDED?

Warrantor is not responsible for claims relating to the following:

- Scratches, dents and chips on any surface;
- Minor imperfections and flaws;
- Routine maintenance;
- Normal wear items such as, but not limited to, flooring, finish i.e. paint or powder coat, brake lining(s), bearings, etc. as these items need be replaced in time;
- Component parts covered by a supplier warranty such as, but not limited to, tires, axles, jacks, couplers, 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;
- Defects arising from operator's negligence, misuse, abuse, loading the unit beyond its gross weight limitations, improper loading, accidents, acts of God, damage from excessive snow/ice buildup, or other contingencies beyond the control of Manufacturer and Warrantor;
- Rust, as no trailer manufacturer can completely prevent corrosion from occurring especially in Alaska.

### TERMINATION OF WARRANTY

The warranty provided 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:

- Overloading - loading in excess of gross vehicle weight rating stated on the Tire and Loading Information sticker;
- Improper weight distribution;
- Bend in structure due to negligent driving on bad roads, off-road, roads with ice heaves, etc.;
- Subjecting the Product to excessive use or excessive mileage;
- Unlawful or negligent operation;
- Abuse, misuse, or neglect including, but not limited to, failure to follow any recommended service or preventive maintenance schedule or operating procedures;
- Improper hitch ball or tow vehicle hookup; or
- A collision or other accident.

Additionally, the warranty will automatically terminate upon:

- Modification of the trailer or any trailer components, or a repair of the trailer without Big Bubba's Trailer and Auto Sales Alaska's prior written approval.

## **BIG BUBBA'S TRAILER AND AUTO SALES ALASKA WARRANTY**

### **WARRANTY REGISTRATION**

When a trailer is purchased at Big Bubba's Trailer and Auto Sales Alaska in Wasilla, Alaska, the Purchaser will automatically be registered for the warranty provided herein. No additional steps are required by the Purchaser to register the Product for warranty. However, keep the original purchase agreement at hand as this may be used to determine warranty eligibility.

### **WARRANTOR'S OBLIGATIONS**

The Warrantor shall elect remedy defects and materials and workmanship caused by Manufacturer by repair or replacement at Warrantor's choice. If repair or replacement is not possible, the Warrantor may, at the Warrantor's sole discretion, elect to exchange the Product with a different one less the cost of any modifications or upgrades requested by the Purchaser, or offer cash or something of value to the Purchaser in exchange to not repair the defective item.

**Please note: Big Bubba's Trailer and Auto Sales Alaska reserves the right for final determination whether or not to warranty the Product if they have any reason to suspect the Product has been abused, neglected or misused by the Purchaser.**

### **PURCHASER'S OBLIGATIONS**

It is the Purchaser's obligation to notify the Warrantor of any defect(s) within fourteen (14) calendar days after the discovery of said defect(s) is discovered through inspection or use. On the fifteenth day (15), if the Purchaser fails to notify the Warrantor of said defect(s), the Warrantor, at their discretion, has full rights to deny the claim and not be liable to repair such defect(s). All Defective products shall be delivered to Warrantor's principal location in Wasilla, Alaska 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 borne by the Purchaser. Warrantor shall, when possible, remedy defects within a reasonable time, not to exceed one-hundred and twenty days (120) after receipt of Product from Purchaser. In some extreme events, if it will take longer than the 120-day specified time period due to out-of-stock issues or freight problems, the Warrantor is required to advise the Purchaser of the situation at hand.

### **DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF DAMAGES**

**ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, INCLUDING WITHOUT IMPLIED LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE APPLICABLE ONE-YEAR OR FIVE-YEAR TERM.**

**UNDER NO CIRCUMSTANCES SHALL THE WARRANTOR AND/OR MANUFACTURER BE LIABLE TO THE 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. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, TRANSPORTATION TO AND FROM THE DEALER OR MANUFACTURER TO GET WARRANTY SERVICE, LOSS OF TIME, LOSS OF USE, LOSS OF REVENUES, SALARIES OR COMMISSIONS, LODGING, TOWING CHARGES, BUS FARES, CAR RENTALS, GASOLINE EXPENSE, TELEPHONE CHARGES, INCONVENIENCE, AND THE COST OF REPAIRING OR REPLACING OTHER PROPERTY WHICH IS DAMAGED BECAUSE OF A DEFECT IN THE PRODUCT. THE WARRANTOR AND/OR MANUFACTURER IS NOT RESPONSIBLE FOR ANY DOWNTIME, LOST PROFITS, PUNITIVE, INDIRECT OR DIRECT DAMAGES ARISING FROM THE TIME ASSOCIATED WITH PAINT OR OTHER REPAIRS.**

No dealer, distributor, agent, representative of Manufacturer, representative of Warrantor, or other person is authorized to make any representation or a promise of warranty concerning Manufacturer's products on behalf of the Manufacturer or Warrantor except to refer the Purchaser to this Limited 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 DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT; INCLUDING BUT NOT LIMITED TO, 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.**