



## TRAILER LIMITED WARRANTY TRAILSTAR™ TRAILERS (GALVASHIELD™)

### INSTRUCTIONS TO DEALER

Please complete these steps prior to finalization of the sale.

1. Review the terms of this Limited Warranty with the purchaser prior to execution of the purchase agreement.
2. Review the owner's/operator's manual with the purchaser and point out the instructions on the proper operation and maintenance of the equipment prior to delivery of the equipment.
3. Obtain the purchaser's signature in the space provided below, acknowledging review and receipt of this Limited Warranty and all information included in the owner's packet.
4. Retain copy of signed warranty statement with the purchaser's file.

**Note to Purchaser:** If prescribed by the law of your state, your signature in the space provided below is for product registration purposes and failure to sign below will not diminish your warranty rights under this Limited Warranty.

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#### 1. IDENTITY OF WARRANTOR.

This Limited Warranty is provided by manufacturer White River Marine Group, LLC ("WRMG") on your Trailstar™ Galvashield™ Trailer purchased from an authorized Trailstar™ dealer ("Dealer"), subject to the terms and conditions set forth below. WRMG's address is 2500 East Kearney Street, Springfield, Missouri, 65898.

#### 2. WHAT IS COVERED, AND FOR HOW LONG?

Except as limited herein, this Limited Warranty covers parts and labor to correct certain defects in materials and workmanship for the portions of your trailer manufactured by WRMG, as more specifically set forth as follows:

- A) For three (3) years from the original date of purchase from a Dealer: Parts and labor for defects in materials and workmanship solely as to the following items (subject to normal recommended usage and maintenance):
- (i) Structural failure of Galvashield™ TM galvanized steel tubing due solely to corrosion.
- B) For one (1) year from the original date of purchase from a Dealer: Parts and labor for defects in materials and workmanship as to other components of the trailer manufactured by WRMG.

#### 3. WHO MAY ENFORCE THIS WARRANTY?

Except as set forth below, this Limited Warranty is extended only to the original retail purchaser, and only if the original purchaser has signed this warranty in the space provided below when the trailer is purchased through a Dealer (unless such signature requirement is prohibited by the law of the original retail purchaser's state).

A second owner may enforce the warranty coverage under this Limited Warranty subject to the following:

- A second owner may enforce the Limited Warranty coverage under clause 2.A) above if the Limited Warranty has been transferred to second owner within three (3) years from the date of purchase by the original retail purchaser.
- A second owner may not enforce the Limited Warranty coverage under clause 2.B) above in any circumstances.

provided that for all applicable cases the second owner may enforce such warranty coverage only if all of the following conditions are also met: (i) the transfer is requested by the second owner and approved by WRMG; (ii) the trailer is brought to an authorized Dealer for inspection within 30 days of purchase by the second owner; and (iii) a transfer fee of \$200.00 is paid to WRMG. The transfer request must be made in writing and e-mailed to [warrantytransfer@whiterivermg.com](mailto:warrantytransfer@whiterivermg.com), within 30 days of purchase by the second owner. This Limited Warranty may only be transferred once. WRMG reserves the right to reject a Limited Warranty transfer request for a trailer that has been damaged, neglected, or otherwise excluded from Limited Warranty coverage.

#### 4. WHAT IS NOT COVERED?

This Limited Warranty applies only to the portions of the trailer manufactured by WRMG. This Limited Warranty is void with respect to any part or component otherwise covered by this Limited Warranty if the component or part is abused, misused, or damaged as a result of unreasonable use while in the possession of the owner (including failure to provide reasonable and necessary maintenance) and, in addition, this Limited Warranty is void and shall not apply to nor cover any component or part of any Trailstar™ product after it has been in any manner altered, modified, neglected, vandalized, has been involved in an accident, has been overloaded according to the GVWR designated load capacity, if any covered product or part has been repaired or replaced with non-recommended, non-WRMG parts or products, or if any covered product or part has not been repaired or replaced in accordance with WRMG specifications.

This Limited Warranty also does not cover:

- A) Surface corrosion resulting from consumer neglect to properly maintain scratches or other damages to the surfaces of the galvanized steel tubing.
- B) Paint, chalking, blistering, color fading or peeling.
- C) Equipment, parts, or accessories not manufactured by WRMG, whether or not they carry their own individual warranties, including but not limited to winches, lights, couplers, actuators, brakes, tongue jacks springs, tires, and wheels.
- D) Ordinary wear and tear, corrosion, chalking, blistering or color fading.
- E) Overloading (exceeding the GVWR designated load capacity).
- F) A trailer which is used commercially or used in service other than the private pleasure use of the original owner.
- G) Damages resulting from failure to follow periodic maintenance to the product in accordance with recommendations of WRMG.
- H) Vandalism, improper use, or damage.

#### 5. HOW TO REQUEST WARRANTY SERVICE.

To request service under this Limited Warranty, take your trailer during the applicable warranty period to any authorized Dealer, and describe in detail or set forth in writing the specific nature of the perceived defect. If qualifying for service under this Limited Warranty, the Dealer will inform you whether the repair work will be performed at the Dealer's location, at a WRMG-authorized repair center, or at the WRMG factory. WRMG shall have the absolute and sole discretion to select the appropriate location for the warranty work and method of repair. You are solely responsible for all costs associated with transporting your trailer to and from the authorized Dealer and repair facility.

#### 6. WHAT WILL WE DO?

**For any defect qualifying for service under this Limited Warranty, WRMG will elect (in our sole and absolute discretion) to either repair or replace the defective part or component.**

#### 7. DISCLAIMERS AND LIMITATIONS.

THE OBLIGATIONS OF WRMG UNDER THIS LIMITED WARRANTY ARE LIMITED TO THE REPAIR OR, AT THE OPTION OF WRMG, REPLACEMENT OF PARTS OR EQUIPMENT THAT ARE DETERMINED BY WRMG TO BE DEFECTIVE. WRMG WILL HAVE NO OBLIGATION AND YOU WILL HAVE NO REMEDY AGAINST WRMG FOR ANY MATTER OTHER THAN THOSE SPECIFICALLY MENTIONED HEREIN. YOU SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF TIME, LOAN PAYMENTS, INTEREST, STORAGE AND SLIP FEES, INSURANCE, POSTAGE, AFTER-MARKET GOODS, DEPRECIATION OF VALUE DUE TO AGE, COURT COSTS AND EXPENSES, ATTORNEYS' FEES, INJURY TO PERSON OR PROPERTY).

ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURCHASE, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD UNDER THIS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW ONE OR MORE OF THESE LIMITATIONS, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

## 8. DISPUTE RESOLUTION.

WRMG'S GOAL IS TO RESOLVE ANY WARRANTY CONCERN AS QUICKLY AND FAIRLY AS POSSIBLE. PLEASE CONTACT US AT (417)873-4555 IN THE EVENT YOU HAVE ANY QUESTIONS ABOUT THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THIS LIMITED WARRANTY. THE PROCEDURE TO HAVE YOUR WARRANTY CONCERN RESOLVED IS SET FORTH ABOVE. IN THE EVENT THE DEALER CANNOT REMEDY THE DEFECT WITHIN A REASONABLE TIME, YOU AGREE THAT THE FOLLOWING PROVISIONS WILL APPLY.

- a) **Notice to WRMG.** In the event your warranty concern is not resolved as set forth above, you must provide written notice to WRMG by sending a detailed explanation of your concerns to WRMG Customer Service, 2500 East Kearney St., Springfield, MO 65898. You and WRMG shall attempt in good faith to resolve your warranty concern.
- b) **Submission to Exclusive Jurisdiction.** Any and all matters arising out of or relating to this Limited Warranty, including any and all disputes, legal actions, or proceedings, must be instituted exclusively in a court of competent jurisdiction in either federal or state court located in Greene County, Missouri, and you hereby waive any objections to jurisdiction and/or venue and any claims of an inconvenient forum. ALL CLAIMS MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## 9. GOVERNING LAW.

Any and all matters arising out of or relating to this Limited Warranty must be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

## 10. OTHER NOTES.

WRMG reserves the right to make changes in design of its products, and changes or improvements to its products, at any time, including during a product year, without imposing any obligation upon WRMG to alter any of its products that were previously manufactured. This document contains the entire Limited Warranty provided by WRMG. Any questions concerning this Limited Warranty should be directed to WRMG. The terms and conditions of this Limited Warranty may not be modified, altered, or waived by any action, inaction, or representation, whether oral or in writing, except upon the express, written authority of a senior management level employee of WRMG. WRMG does not authorize any person or persons (except a senior management level employee of WRMG), including authorized Dealers, to change the terms of this Limited Warranty.

I (we) acknowledge that I (we) have received and had the opportunity to review a written copy of the terms of the Limited Warranty and all information provided by White River Marine Group, LLC in the owner's packet and have been offered instructions by the dealer on the proper operation of the equipment. I (we) accept the terms and conditions of the Limited Warranty.

Serial Number: \_\_\_\_\_ Owner's manual (initial) \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail\*: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail\*: \_\_\_\_\_

Dealer: \_\_\_\_\_ Date: \_\_\_\_\_

\* WRMG will use information you provide according to its privacy policy at [www.whiterivermg.com](http://www.whiterivermg.com). By providing your email address, you consent to receive e-mails from WRMG and its affiliated companies, which may include promotional offers and updates.