



## NEW CHASSIS LIMITED WARRANTY

Fontaine® Trailer Company warrants that your new Fontaine Chassis is free from defects in material and workmanship, subject to the following terms and conditions

**Basic Coverage Period.** This is to certify that Fontaine Trailer Company warrants to the first purchaser only, the described new chassis manufactured by it to be free from defects in materials and workmanship, when properly maintained, and under normal use and service, which means the loading, unloading and transportation of uniformly distributed legal loads of non-corrosive cargo, adequately restrained and secured in a manner which does not subject the chassis to strains or impacts greater than are imposed by normal use. Total weight of chassis and cargo must not exceed the gross vehicle weight rating (GVWR) set forth on the vehicle identification plate affixed to the trailer at the factory, and the loading of each axle must not exceed the gross axle weight rating (GAWR) listed on the same plate.

Fontaine Trailer Company's obligation to the first purchaser under this warranty shall be limited to the repair or replacement, at its option, of any defective structural part of said chassis, which is the result of defective material and/or defective workmanship of structural parts furnished and installed by Fontaine Trailer Company. This warranty will expire sixty (60) months from date of delivery to first purchaser, unless otherwise specified by a Fontaine Trailer Company partner or supplier, and repairs under this warranty shall be at repair facilities designated by Fontaine Trailer Company. This sixty (60) month limited warranty does not cover any of the product's structural or physical integrity that purchaser or any third party have modified or altered; you bear the sole responsibility and liability for any such modification or alteration unless modifications were made by Fontaine Trailer Company/Fontaine Select and as such, stipulated by Fontaine Trailer Company/Fontaine Select. Transportation expenses to the repair facility are to be borne by the Purchaser.

Fontaine paint warranty extends only to components fabricated and metal preparation completed by Fontaine. This warranty will expire

sixty (60) months from date of delivery to first purchaser. Accordingly, items excluded from the paint warranty include, but are not limited to, axles, rims, wheels, landing gear, and suspensions. Coatings applied over vendor paint systems are also excluded.

**Warranty Administration.** In the event a warranty repair is necessary, contact a Fontaine Trailer Warranty Representative at [warranty@fontainetrailer.net](mailto:warranty@fontainetrailer.net) or the appropriate Fontaine Supplier partner within the warranty period. Fontaine Trailer Company or its Supplier partners will administer the warranty approval process. Consult the Fontaine Trailer website [www.fontainetrailer.com](http://www.fontainetrailer.com).

**Specific Exceptions.** Adjustments required during break-in period are not warrantable. Alignment issues must be identified within 6,000 miles or 6 months, whichever comes first, from first registration. Also see "What is Not Covered" below.

**Repairs.** Neither Fontaine Trailer nor its Dealer partners nor its Supplier partners will be responsible for repairs, including emergency repairs, made to any Fontaine Chassis without prior notification or approval by either Fontaine Trailer, or Supplier partners.

### YOUR RESPONSIBILITIES

#### Maintenance

- You are responsible for properly operating and maintaining your Fontaine Chassis in accordance with the instructions described in the Chassis Owner's manual and all Federal, state, and local laws, regulations, and ordinances.

#### Maintenance Records

- For this warranty to remain in effect you must maintain maintenance records to show that the required maintenance has been performed.



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## WHAT IS NOT COVERED

- Damage resulting from misuse of the Fontaine Chassis including but not limited to driving over curbs, striking objects, overloading, loading and unloading in unacceptable manners, driving into, onto or over deep water.
- Accidental damage including but not limited to collision, impact, fire, hitting road debris.
- Damage or corrosion from the environment such as acid rain, airborne agents, chlorides.
- Acts of Man including but not limited to alteration, modification, tampering, recklessness.
- Acts of God including but not limited to tornado, hurricane, blizzard, hail, wind storm, lightning, floods and other natural disasters.
- Cosmetic conditions or surface corrosion from stone chips or scratches.
- Chassis used for the purposes for which such equipment is not customarily utilized including the loading, unloading and carriage over non properly maintained public and private roadways.
- Equipment which is operated or used in service after the claimed defect is, or ought to have been, discovered.
- Normal deterioration of steel, aluminum, paint, trim and appearance items resulting from use and exposure to the elements. Including but not limited to normal wear, tear and deterioration such as discoloration, fading, dulling, dents, scratches, deformation, oxidation.

### Damage due to lack of maintenance or lack of following Generally Accepted Industry Practices

- Lack of proper maintenance
- Improper maintenance – that is, performing maintenance in a manner contrary to Generally Accepted Industry Practices.

### Maintenance at Owner's Expense

- Including but not limited to normal maintenance services such as cleaning, replacing damaged parts, alignment checks, inspections, brake adjustments/replacement, light replacement, lubrication, fastener adjustments.

### Extra Expenses and Damages

- Any financial loss due to lack of use of the Fontaine Chassis or expenses including but not limited to lodging, fuel, utilities, towing, loss of revenue and any other expenses or damages.

## LIMITED LIABILITY

The liability of Fontaine Trailer Company under this warranty is limited solely to the repair or replacement of parts defective in Fontaine-supplied material, or workmanship by Fontaine Trailer Company. Specifically, it does not include any expense of or payment for loss of use of the Fontaine Chassis during warranty repairs.

If Fontaine authorizes Buyer or a third party to repair or replace the allegedly defective goods or services instead of Fontaine doing such work itself, Buyer shall retain any such allegedly defective goods for a reasonable period after such work is done to allow Fontaine a chance to examine and inspect same. If, upon examination and inspection, Fontaine determines, in its sole and exclusive judgment, that the goods or services in question are not defective or that the goods have been in any way subjected to any of those conditions listed above, Fontaine reserves the right to decline Buyer's warranty claim for work performed by Buyer or a third party.

In no event will Fontaine be liable, whether in tort, contract or otherwise, for any bodily injury, death or property damage resulting from or in any way arising out of any goods or services provided by Fontaine or their sale, use or manufacture. **IN NO EVENT SHALL FONTAINE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES.**

**No change in any provision in this Limited Warranty may be made without the written agreement of an authorized officer of Fontaine.**

THIS IS FONTAINE'S ONLY WARRANTY AND BUYERS EXCLUSIVE REMEDY. FONTAINE MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED BY FONTAINE. CLAIMS NOT MADE WITHIN THE WARRANTY PERIOD ARE DEEMED WAIVED BY THE BUYER.

### Other Terms

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

This warranty is given in lieu of all other warranties.

No Dealer partner or Supplier partner or any agent or employee is authorized to extend or expand this warranty.

### Parts not manufactured by Fontaine

Except with respect to title, Fontaine's warranty does not attach to Goods, Parts, Coatings thereof not manufactured or applied by Fontaine. Fontaine will, as an accommodation to the first purchaser, pass on to first purchaser whatever warranty, if any, it receives from the manufacturer of such Goods or part, but only to the extent allowed by such manufacturer.