# **TIE DOWN ENGINEERING Axle Limited Warranty**

Tie Down Engineering (the Company) extends to the original purchaser only a limited warranty on each Tie Down axle assembly against defects in material or workmanship of a period of one (1) year from the date of purchase. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACTOR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.)

A warranty period of five (5) years is extended on ELIMINATOR Torsion Axle suspension, exclusive of hubs, drums, brakes, bearings and seals which are covered for a period of one (1) year from the date of purchase.

- 1. To obtain warranty service, please send the following information to the address listed below:
  - A. Name and mailing address of purchaser.
  - B. Proof of date of purchase.
  - C. Number of miles.
  - D. Name of manufacturer of unit under which axle is mounted.
  - E. Model, year and serial number of unit.
  - F. Name and address of dealer from whom unit was purchased.
  - G. Serial number of axle.
  - H. Description of the defect.
- 2. This warranty does not extend to:
  - A. The connecting of brake wiring to the trailer wiring or trailer wiring to the towing vehicle wiring.
  - B. The attachment of the running gear to the frame.
  - C. Hub imbalance, or any damage caused thereby.
  - D. Parts not supplied by the Company.
  - E. Any damage whatever if caused by or related to any alteration of the axle.
  - F. Use of axle assembly on unit other than that to which it was originally mounted.
  - G. Normal wear.
  - H. Alignment.
- 3. This warranty does not cover defects caused by:
  - A. Improper installation.
  - B. Damage (not resulting from defect or malfunction) while in the possession of the customer.
  - C. Unreasonable use (including failure to provide reasonable and necessary maintenance.)
  - D. Improper wheel nut torque.
  - E. Customer welds on the ELIMINATOR Torsion Axle beam or mounting brackets.
- 4. The exclusive remedy offered under this warranty is repair or replacement of a covered defect and the Company shall determine whether repair or replacement is appropriate. The Company shall not be liable for any incidental or consequential damages, including any towing fees, hotel bills, telephone calls and meals for breach of any express or implied warranty on the running gear.
- 5. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.
- 6. Inquiries regarding this warranty should be sent to the address below:

TIE DOWN ENGINEERING • 5901 Wheaton Drive • Atlanta GA, 30336 www.tiedown.com • (404) 344-0000 • FAX (404) 349-0401



## **Policies for Warranty Adjustments**

### 1. Request for adjustment

Necessary Information - The following information should appear on your claim. Any information that is missing will delay the processing of your claim.

- 1. Tailer Service Location Name, address and phone.
- 2. Owner Name, Address and Phone
- 3. Trailer Data:
  - a. Manufacturer
  - b. Type
  - c. Length
  - d. Year of Manufacture
  - e. Date of Purchase

- f. Mileage
- g. Serial Number
- h. Axle Date i. Capacity
- i. Serial Number

**NOTE:** All warranty claims must be received at our factory within 90 days after work is completed. Claims received after this length of time will be returned to the sender. All labor on the claim must be broken down to indicate hours applied to running gear repair.

#### 2. Defective Material

All components or assemblies replace under warranty must be returned along with your claim. All parts and material must be shipped to TIE DOWN ENGINEERING with the freight prepaid. If material is determined to be defective, freight credit will be added to your claim. No allowance will be given for any type of air freight charges, unless prior approval was obtained. Material returned that is not defective will be held for 30 days awaiting disposition. If the manufacturer has not indicated disposition at the end or 30 days the material will be scrapped.

All returned parts must have TIE DOWN's return authorization number clearly marked in a weatherproof manner on the outside of the package.

Due to our supplier's warranty, some of the components we supply for the brake actuation system must be replaced entirely, instead of repaired. These items include: synchronizing valves, booster, spring brakes, and air chambers.

## 3. Warranty Labor Rate

TIE DOWN will pay the trailer manufacturer's published hourly shop rate for warranty work.

#### 4. Accounting Procedure

The submission of a request for warranty adjustment does not constitute an invoice and should not be posted on your records as an invoice. It merely serves notice of an anticipated adjustment which, if granted, will result in a credit or check being issued to you.

The favorable disposition of your claim will result in a credit being issued to you within 45 days of receipt of your claim. Deduction from your invoice for warranty claims before the 45 day period will result in a bill back to your account. If your claim is denied, a written explanation from TIE DOWN will be sent to you within 30 days of receipt of your claim.

#### 5. Warranty Claims Communications

All correspondence relating to your claim must have your original authorization number referenced on it.

