

Dexter Axle Limited Warranty

WHAT PRODUCTS ARE COVERED

All Dexter trailer axles, suspensions, and brake control systems excluding Dexter 6000 series Manufactured Housing Axles.

LIMITED 2 YEAR WARRANTY

Dexter Axle warrants to the original purchaser that its axles, suspension systems, and Predator Series™ E/H hydraulic brake actuators shall be free from defects in material and workmanship for a period of two (2) years from the date of first sale of the trailer incorporating such components.

LIMITED 5 YEAR WARRANTY

Dexter Axle warrants to the original purchaser that its Nev-R-Lube™ bearings and the suspension components only of its Torflex® Axles shall be free from defects in material and workmanship for a period of five (5) years from the date of first sale of the trailer incorporating such components.

LIMITED 7 YEAR WARRANTY

Dexter Axle warrants to the original purchaser that its Predator Series™ electric brake controllers shall be free from defects in material and workmanship for a period of seven (7) years from the date of purchase.

EXCLUSIVE REMEDY

Dexter Axle will, at its option, repair or replace the affected components of any defective axle, repair or replace the entire defective axle, or refund the then-current list price of the axle. In all cases, a reasonable time period must be allowed for warranty repairs to be completed. Allowance will only be made for installation costs specifically approved by Dexter Axle.

WHAT YOU MUST DO

In order to make a claim under these warranties:

1. You must be the original purchaser of the vehicle in which the Spring Suspension Axles or Torflex® Axles were originally installed.
2. You must promptly notify us within the warranty period of any defect and provide us with any substantiation that we may reasonably request.
3. The axles or suspensions must have been installed and maintained in accordance with good industry practice and any specific Dexter Axle recommendations, including those specified in Dexter Axle's publication "Operation, Maintenance Service Manual."

EXCLUSIONS

These warranties do not extend to or do not cover defects caused by:

1. The connecting of brake wiring to the trailer wiring or trailer wiring to the towing vehicle wiring.
2. The attachment of the running gear to the frame.
3. Hub imbalance, or any damage caused thereby.
4. Parts not supplied by Dexter Axle.
5. Any damage whatever caused by or related to any alteration of the axle including welding supplemental brackets to the axle.
6. Use of an axle on a unit other than the unit to which it was originally mounted.

7. Normal wear and tear.
8. Alignment.
9. Improper installation.
10. Unreasonable use (including failure to provide reasonable and necessary maintenance as specified in Dexter Axle's publication "Operation, Maintenance Service Manual" including required maintenance after "Prolonged Storage").
11. Improper wheel nut torque.
12. Cosmetic finish or corrosion.

LIMITATIONS

1. **In all cases, Dexter Axle reserves the right to fully satisfy its obligations under the Limited Warranties by refunding the then-current list price of the defective axle (or, if the axle has been discontinued, of the most nearly comparable current product).**
2. Dexter Axle reserves the right to furnish a substitute or replacement component or product in the event an axle or any component of the axle is discontinued or is otherwise unavailable.
3. These warranties are nontransferable.

GENERAL

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN. DEXTER AXLE HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, LOSS OF USE, TOWING FEES, TELEPHONE CALLS OR COST OF MEALS, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

Inquiries regarding these warranties should be sent to:

Dexter Axle
P.O. Box 250
Elkhart, Indiana 46515