

1 WARRANTY

This warranty is for Exosent Engineering, LLC Trailers

LIMITED WARRANTY

EXOSENT ENGINEERING, LLC warrants that the structure and functional integrity of each Exosent Engineering Product (Products included in this warranty are trailers manufactured by Exosent Engineering), operated by the original purchaser under normal use in the Continental United States and/or Canada will be free from defects in materials and workmanship for five years (60 Months) following the original purchase, subject to the requirements and limitations stated below which will be strictly applied. The structure is that portion of the trailer which includes the PRESSURE VESSEL as defined by ASME, and pressure retaining components which are welded to the PRESSURE VESSEL, main frame, consisting of the chassis, cross member, the sub frame, excluding the running gear, axles, brakes, wheels, and tires, and any other components or parts that are not designed or fabricated by Exosent Engineering, LLC but are installed on the trailer.

FIVE YEAR LIMITED WARRANTY

This Limited Warranty extends only to the structure and functional integrity of the Product and related workmanship performed by EXOSENT ENGINEERING, LLC or its employees in the construction of the original product subject to all limitations and exclusions set forth herein. EXOSENT ENGINEERING, LLC EXPRESSLY DISCLAIMS AND EXCLUDES ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIALS OR WORKMANSHIP IN ANY ITEMS INSTALLED INTO EXOSENT ENGINEERING, LLC PRODUCTS BY ANY OTHER PERSON OR COMPANY, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING THEREFROM.

EXCLUSION OF COMPONENTS WARRANTED BY OTHER MANUFACTURERS

Tires, axles, and brake components, springs and suspension components, couplers, jacks, castors, Valves, Pumps, Motors, mats, batteries, windows, doors, hinges, hardware, locks and installation hardware purchased and installed by EXOSENT ENGINEERING, LLC are warranted by their manufacturers and are excluded from the Limited Warranty.

COATINGS AND LINING

This limited warranty covers all coatings against normal wear for one year from day of purchase. Coatings are defined as all polymers, epoxies and or latex products applied to the surface of the metal. In an event of unusual coating failure which could be paint cracking, paint peeling, paint bulging, paint flaking, or paint bubbling, Exosent warrants the removal and reapplication of coating at Exosent facility only. Transportation costs of equipment to and from Exosent are the sole burden of equipment owner. Exosent is not responsible for revenue loss during equipment repair.

NORMAL USE; NO REPAIRS OR ALTERATIONS

This Limited Warranty covers only defects which arise from normal use and does not apply if the product has been subjected to negligence, accident, abuse, misuse, neglect or overload or

has been repaired or altered without the prior written consent of EXOSENT ENGINEERING, LLC Normal wear items including , but not limited to, struts, lights, bearings, brakes, brake linings, tires, and batteries, will not be replaced due to wear. Any repair or replacement under this Limited Warranty shall carry the same warranty as the original product for the remainder of the original warranty period.

TRANSPORTATION COST EXCLUDED Transportation of any product to and/or from Exosent Engineering, LLC at College Station, Texas is the responsibility of the owner unless otherwise agreed upon.

PRIOR WRITTEN APPROVAL AND RETURN OF DEFECTIVE PARTS No reimbursement will be made to any owner for repairs made without the prior written approval of EXOSENT ENGINEERING, LLC. Any warranted defective part(s) must be sent by prepaid freight to EXOSENT ENGINEERING, LLC, within 30 days from date of approval, in order to qualify for replacement or reimbursement under this Limited Warranty.

CONSENT TO VENUE AND GOVERNING LAW

BY SIGNING THIS LIMITED WARRANTY AGREEMENT, PURCHASER AGREES THAT THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND SUBJECT TO AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. FURTHER, IN THE EVENT OF ANY LITIGATION, PURCHASER CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE IN THE TEXAS DISTRICT COURT IN AND FOR BRAZOS COUNTY, TEXAS.

LIMITATIONS

THE SOLE RESPONSIBILITY OF EXOSENT ENGINEERING, LLC UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE AT ITS EXPENSE, THE PRODUCT OR COMPONENT WHICH FAILED TO COMPLY WITH SUCH WARRANTY. ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF ANY PARTS TO OPERATE PROPERLY, ARE HEREBY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES RESULTING FROM LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COMMERCIAL LOSS OR ANY OTHER TYPE OF DAMAGES, GENERAL OR SPECIFIC, FORESEEN OR UNFORESEEN, UNLESS APPLICABLE STATE LAW PROVIDES OTHERWISE.

DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS. EXOSENT ENGINEERING, LLC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO EXOSENT ENGINEERING PRODUCTS WHETHER AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. NO ONE, INCLUDING AN AUTHORIZED EXOSENT ENGINEERING, LLC DEALER, IF ANY, IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF EXOSENT ENGINEERING, LLC. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR EXTENDED USE ARE LIMITED

TO WARRANTY PERIODS STATED ABOVE, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE. IF THIS WARRANTY IS NOT SIGNED, POSTMARKED AND MAILED BY CERTIFIED MAIL RETURN RECEIPT REQUESTED TO EXOSENT ENGINEERING, LLC, WITHIN THIRTY (30) DAYS AFTER RECEIVING THIS WARRANTY STATEMENT, ALL EXPRESS WARRANTIES SHALL BE NULL AND VOID

By signing this manufacturer's Limited Warranty, THE PURCHASER ACKNOWLEDGES THAT HE OR SHE HAS READ THE ABOVE LIMITED WARRANTY AND AGREES THAT, SHOULD ANY WARRANTY CLAIMS BE MADE BY PURCHASER, PURCHASER WILL FOLLOW THE PROCEDURES AS SET FORTH BELOW.

REQUIRED WARRANTY CLAIM PROCEDURE

1. Return this signed WARRANTY no later than thirty (30) days after receiving the EXOSENT ENGINEERING Product.
2. Any and all claims under this Limited Warranty shall be made to EXOSENT ENGINEERING, LLC in writing within thirty (30) days of the date the product first fails to comply with this Limited Warranty. After providing such written notice of claim qualifying under this Limited Warranty, Purchaser shall be entitled to arrange for warranty work to be performed by a qualified local service outlet, as authorized in advance in writing by EXOSENT ENGINEERING, LLC (such authorization not to be unreasonably withheld), and such repair or replacement of the product or component thereof shall be at EXOSENT ENGINEERING, LLC's sole expense.
3. Any defective part(s) must be sent by prepaid freight to EXOSENT ENGINEERING, LLC in order to qualify the claimant for replacement or reimbursement under this Limited Warranty. ANY DEFECTIVE PARTS MUST BE RETURNED TO EXOSENT ENGINEERING, LLC WITHIN 30 DAYS FROM DATE OF APPROVAL TO QUALIFY FOR REIMBURSEMENT.
4. EXOSENT ENGINEERING, LLC will not reimburse any claimant for any adjustment or repair of an Exosent Engineering Product without prior written approval by EXOSENT ENGINEERING, LLC.
5. EXOSENT ENGINEERING, LLC reserves the right to refuse to pay unreasonable costs for replacement or repair of defects in Exosent Engineering Products and may, at its discretion, establish a reasonable reimbursement for any authorized work performed under the terms of this Limited Warranty.

EXOSENT ENGINEERING, LLC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE OF THIS LIMITED WARRANTY.

REPORTING SAFETY DEFECTS

The NHTSA ruling in 49 CFR 575 specifies specific language, which must be furnished with the sales documentation and reads as follows:

If you believe that your vehicle has a defect which could cause a crash, or could cause injury or death, you should immediately inform the National Highway Traffic Safety Administration

(NHTSA), in addition to notifying the manufacturer. If NHTSA receives similar complaints, it may open an investigation, and if it finds that a safety defect exists in a group of vehicles, it may order a recall and remedy campaign. However, NHTSA cannot become involved in individual problems between you, your dealer or the manufacturer.

To contact NHTSA, you may call the Auto Safety Hotline at 1-800-424-9393 (or 366-0123 when calling from Washington, D.C. area) or write to: NHTSA, U.S. Department of Transportation, Washington, D.C. 20590. You may also obtain other information about motor vehicle safety from the Hotline.

To validate your warranty, submit the below warranty card within thirty (30) days of the purchase date of the product.

Product VIN	
Date of Purchase	
Purchaser name	
Date	