

Dexter Axle Limited Warranty

What Products Are Covered

All Dexter Axle Company ("Dexter") trailer axles, suspensions, and brake control systems manufactured on or after September 1, 2016, excluding Dexter 6000 series Manufactured Housing Axles. Additional exclusions include the following brands: UFP by Dexter, AL-KO (IAC), Titan Brakes and Actuators by Dexter, and BrakeRite by Dexter products, which are covered under separate warranties.

Limited 1 Year Warranty

As specified in Dexter's current publication "Operation Maintenance Service Manual", grease and oil seals FOR ALL PRODUCTS have a one (1) year limited warranty to the original purchaser from the date of first sale of the trailer incorporating such components. **Except as to grease and oil seals, the following four other warranties are available.**

Limited 2 Year Warranty

Dexter warrants to the original purchaser that its electric/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 warrants to the original purchaser that its axles, suspension systems and Genuine Replacement Parts shall be free from defects in material and workmanship for a period of <u>five (5) years</u>. The warranty period shall begin from the date of the original purchase of the trailer and/or Genuine Replacement Parts.

Limited 7 Year Warranty

Dexter 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.

Limited 10 Year Warranty

Dexter warrants to the original purchaser that the suspension components of its Torflex® axles shall be free from defects in material and workmanship for a period of ten (10) years from the date of first sale of the trailer incorporating such suspension components.

Exclusive Remedy

Dexter will, at its option, repair or replace the affected components of any defective axle, repair or replace the entire defective axle, or refund the lesser of the original purchase price and the then-current list price of the axle or components. 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.

What You Must Do

In order to make a claim under these warranties:

- You must be the original purchaser of the trailer in which the sprung suspension axles or Torflex® axles or components were originally installed.
- You must promptly notify Dexter after detection of any defect, but in any case within the applicable warranty period of such defect, and provide us with the axle or applicable component serial number and any substantiation of such defect which may include, but is not limited to, the return of part(s) that we may reasonable request.
- The axles, suspensions and components must have been installed and maintained in accordance with good industry practice and any specific Dexter recommendations, <u>including those specified</u> <u>in Dexter's current publication "Operation Maintenance Service</u> Manual".

Exclusions

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

- 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.
- Parts not supplied by Dexter.
- Any damage whatsoever caused by or related to any alteration of the axle including welding supplemental brackets to the axle.
- 5. Use of an axle on a unit other than the unit to which it was originally mounted.
- 6. Normal wear and tear.
- 7. Improper alignment.
- 8. Improper installation.
- Unreasonable use (including failure to provide reasonable and necessary maintenance <u>as specified in Dexter's current publication</u> "Operation Maintenance Service Manual including required <u>maintenance after "Prolonged Storage"</u>).
- Improper torque values and torqueing of wheel nuts. (The proper torqueing procedure and torque values are contained in Dexter's current publication "Operation Maintenance Service Manual").
- 11. Cosmetic finish or corrosion.

Limitations

- In all cases, Dexter reserves the right to fully satisfy its
 obligations under the Limited Warranties by refunding the
 lesser of the original purchase price and the then-current
 list price of the defective axle (or, if the axle has been
 discontinued, of the most nearly comparable current product).
- Dexter reserves the right to furnish a substitute of 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 AGAINST INFRINGMENT OR 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.

DEXTER HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, LOSS OF USE, TOWING FEES, TELEPHONE CALLS, COST OF MEALS OR LODGING, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation if 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 Company P.O. Box 250 Elkhart, IN 46515

Note: Current publication "Operation Maintenance Service Manual" can be found at **www.dexteraxle.com**.