

# MERHOW LIMITED WARRANTY

## Verylite, Alumastar & Equistar

### Chassis

#### (Bumper Pulls, Dressing Rooms, & LQ Shells)

Merhow Acquisitions, LLC (“Merhow”) warrants to the Original Retail Purchaser that this trailer manufactured by Merhow is free from STRUCTURAL DEFECTS in materials and workmanship for a period of eight (8) years after delivery to the Original Retail Purchaser, provided the trailer is used under normal conditions AND compliant with items 1-7 below. A signed warranty registration must be received by Merhow within 60 days from retail purchase in order to activate your warranty. This Structural Warranty extended hereby only covers the “Frame Assembly” - specifically the Side Rail, Sidewalls, Roof Extrusions, Floor Cross Members, Sub-Frame Assembly, and Gooseneck.

Components that are not Structural but are manufactured by Merhow and are attached directly to the Frame Assembly will be limited in warranty to a period of One (1) year from the Date of Original Retail Purchase. These items include Dividers, Mangers, Rear Doors, Escape Doors, and Slide-Out Box.

Annual Maintenance Items will be limited in warranty to a period of One (1) year from the **Date of Manufacture**. These items include but are not limited to seals, sealants, hinges with grease fittings, etc...

#### **THE WARRANTIES PROVIDED HEREIN DO NOT APPLY TO:**

1. Equipment or accessories not manufactured by Merhow including but not limited to: axles, tires, wheels, couplers, jacks, slide-out mechanisms, drop-down feed doors, manger doors, camper & walk-through doors. These items will be covered under the warranty extended by the manufacturer.
2. Normal Wear & Tear items will not be covered under any warranty. These items include but are not limited to bearings, brake linings, brakes, light bulbs, hoses, etc...
3. Any trailer which has been repaired, modified or altered in any way no matter whether such repair, modification or alteration affects the trailer’s use or not, unless written approval is received from Merhow beforehand or performed at the Merhow facility.
4. Equipment or parts that are not factory installed. This includes but is not limited to Merhow Approved 3<sup>rd</sup> Party Living Quarters. The sole warranty on these type items will be that offered by the Manufacturer.
5. Any trailer that has been abused, neglected, misused, overloaded in excess of stated GVWR or made to perform beyond the normal use for which the trailer was intended.

6. Damage caused by loose or improperly torqued lug nuts.
7. Damage caused by use of an incorrect hitch ball or improper latching.

### **Merhow In-House Living Quarter Conversions**

Merhow **In-House Living Quarter Conversions** are covered by a two (2) year limited warranty. This limited warranty warrants that Merhow In-House Living Quarters are free from defects in material and workmanship. This limited warranty applies only to materials and components originally built or installed by Merhow.

This limited warranty does not cover components that are not manufactured by Merhow including but not limited to appliances, televisions, air conditioners, generators, and converters. These items will be covered under the warranty provided by the component manufacturer. **This warranty also does not cover 3<sup>rd</sup> party living quarter conversions. The sole warranty on 3<sup>rd</sup> party conversions will be that which is extended by the Living Quarter Conversion Company.**

**Merhow Living Quarter Horse trailers were designed and intended to be used for recreational or seasonal use only. Full time living use will void the warranty.**

Mold can occur as a result of high humidity, condensation, or water intrusion. Prevention of mold is a maintenance issue and is the customer's responsibility. Therefore damages resulting from mold are not covered by the Merhow Limited Warranty.

### **General**

Merhow will remedy defects in materials and workmanship covered by this Limited Warranty provided the defective parts or the entire trailer are delivered, at Merhow's option, to an approved local dealership (Service Facility) or to Merhow's factory. Merhow will elect to remedy a defect by repair or part replacement only. This is the sole remedy. All warranty repairs must be pre-authorized and assigned a Merhow authorization number. Warranty performance will commence within a reasonable time after Merhow's receipt of written notice and will be completed within a reasonable time, subject to the availability of parts and scheduling. All incidental expenses incurred by the owner in obtaining warranty service, including transportation of the trailer or delivery charges to and from the dealership or factory, shall be borne by the owner. **MERHOW WILL NOT BE LIABLE FOR TRANSPORTATION, TOWING OR STORAGE CHARGES, INCONVENIENCE, LOSS OF USE, RENTAL OF SUBSTITUTE EQUIPMENT, LOSS OF TIME, LOSS OF INCOME, OR ANY OTHER SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. This limited warranty shall be governed by the laws of the state of Indiana.**

**ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, INCLUDING WITHOUT IMPLIED LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, ARE HEREBY EXCLUDED AND DISCLAIMED. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE YEAR. UNDER NO CIRCUMSTANCES SHALL MERHOW BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE LESSER OF EITHER THE COST OF NEEDED REPAIRS OR REDUCTION IN THE MARKET VALUE OF THE TRAILER CAUSED BY THE LACK OF REPAIRS, IN ANY CASE.**

Due to the continuing improvements and changes in product features and options, Merhow reserves the right to make changes at any time, without notice, in its specifications, equipment, materials, and to discontinue models, without any obligations to maintain spare parts or to make corresponding changes in products previously manufactured.