

# **Hook & Line Cargo LLC**

549 Johnson Street Douglas, GA 31533 (912) 493-9148

warranty.hookandline@gmail.com

Hook & Line Cargo LLC (Manufacturer) warrants to the original consumer purchaser that the trailer produced by the manufacturer (the product) will be free from defects in material and workmanship for a period of One or Three years, depending upon the trailer model and component, except as herein limited, from the date of first retail purchase, provided all stated conditions and exclusions are satisfied. This warranty is limited to the first retail purchaser and is not transferrable or applicable to rental trailers.

## One Year Warranty:

Limited to all other components such as electrical, doors, exterior sheeting, interior covering, roof, cabinets, plumbing, trim, stone guard, and sealants. Aftermarket products installed or applied for by the manufacturer are excluded from this warranty but may be warranted by the applicable supplier.

#### **Three Year Warranty:**

Limited to the overall frame structure and associated frame components on all product models. These include main rails, crossmembers, vertical posts, roof bows, wall post, tongue, coupler, door frame, headers, ramp, and welds.

#### **Action Required in The Event of a Defect:**

For warranty coverage, you must immediately contact the manufacturer via phone or email (912-493-9148, <a href="warranty.hookandline@gmail.com">warranty.hookandline@gmail.com</a>). The manufacturer will initiate the claim process to obtain approval for warranty work. The original consumer purchaser will be required to provide detailed information regarding the original purchase such as the complete vehicle identification number, date of purchase, and dealer information. Some parts or accessories may need to be replaced by third party suppliers, and in some cases the defective part may need to be returned for reimbursement or inspection. The dealer must obtain authorization from the manufacturer prior to repair of the trailer. In some cases, the manufacturer and dealer may come to an agreement for repair work to be completed by the dealer, work may then be done at the dealer based on the agreement only. The original consumer purchaser must pay all incidental expenses incurred in obtaining warranty service, including, without limitation, transportation of the product and delivery charges to and from the manufacturer for any repair work having to be completed to the trailer.

If the product is found to be defective in material or workmanship, all repairs must be performed by the manufacturer or an authorized repair center upon approval by the manufacturer. All warranty work performed must be preapproved by the manufacturer, or the manufacturer reserves the right to deny coverage. The manufacturer is not responsible for costs relating to transportation of the affected product or any damage to goods stored inside of the product. Manufacturer's obligations under this warranty shall be limited to repairing or replacing any part(s) which, in the opinion of the manufacturer, shall prove defective in material or workmanship under normal use and service during the applicable one- or three-year period commending with the date of the first retail purchase and no other remedy is available.

## **Items Excluded from Warranty:**

- 1. Defects in separately manufactured products not produced by manufacturer such as, but not limited to, hydraulic hoists, air conditioning units, cargo holding devices, axles, brakes and lights, ramp door springs, electric winces, tires, wheels, and all other components not manufactured by the manufacturer of the trailer.
- 2. Damage or deterioration due to normal wear and tear, salt, road grime, application of or exposure to corrosive chemicals or other corrosive materials (including without limitation magnesium chloride or calcium chloride), arising from an accident or use of the product. The manufacturer reserves the right to assess individual parts for magnesium and calcium chloride exposure as the materials are extremely corrosive to all metals and damage arising from exposure to them is not covered by this warranty.
- 3. Defects arising from operator's negligence, misuse, abuse, loading the unit beyond gross weight limitations, improper loading, accidents, acts of God, roof damage from excessive snow/ice buildup, or other contingencies beyond the control of the manufacturer.
- 4. Repairs made necessary by reason of failure to follow ordinary and customary maintenance procedures, including procedures recommended by the manufacturer or component manufacturers.

- 5. Repairs made necessary by reason of repairs or installation of aftermarket accessories not performed by the manufacturer.
- 6. Damage because of towing your trailer with a truck rating greater than one ton unless said unit has a GVWR greater than 10,000 pounds and is designed to be towed by a vehicle up to 5 tons. Towing your trailer behind a semi or dump truck or other inappropriate vehicle will void this warranty.
- 7. "Screwless" or "Bonded" trailers that have panels come loose from the sidewalls are not covered under warranty. The remedy for this situation is to have the seams screwed. The manufacturer will send screws directly to the customer to repair themselves and labor will not be covered or paid. The manufacturer will also send screws to a dealer to install where normal warranty rates apply.
- 8. "Blackout package" chips, scratches, or damage that remove the black coating from the aluminum may occur during normal use. Loss of coating on moving parts, i.e., bar locks, hasps, and hinges may occur through normal use. If a loss of coating occurs there is not a process to reapply the coating in the affected areas. Black paint can be applied to the affected areas. There will be no reimbursement for touch up paint or the labor to apply the paint.

#### DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF DAMAGES

Any express or implied warranty not provided herein, including without limitation, any warranties or 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 fitness for any particular purpose are expressly limited to the applicable one- or three-year term depending upon the trailer model and component. Some states do not allow limitations on how long an implied warranty lasts so the preceding limitation may not apply to you.

Under no circumstances shall the manufacturer be liable to the 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. Such damages include, but are not limited to, transportation to and from the dealer or manufacturer for warranty service, loss of time, loss of use, loss of revenues/salaries/commissions, lodging, towing charges, bus fares, car rentals, gasoline expenses, telephone charges, inconvenience, and the cost of repairing or replacing other property which is damaged because of a defect in the product. The manufacturer is not responsible for any downtime, lost profits, punitive, indirect, or direct damages arising from the time associated with paint or other repairs. The manufacturer warranty will be null, and void should repair(s) be completed outside of the manufacturer and additional issues arise from those repairs (said repair company will then become responsible). Some states do not allow the exclusion or limitation of incidental or consequential damages so the preceding may not apply to you.

Notwithstanding anything to the contrary herein, this limited warranty is limited to repair or replacement and if such warranty fails because attempts at the repair are not completed within a reasonable time (based on ability to repair or replace damage and availability of materials), or it fails for any other reason, any damages are limited to the lesser of either the cost of needed repairs or reduction of the market value of the trailer caused by the lack of repairs, in any case.

If the manufacturer travels to provide repair work to the trailer or the trailer is brought in to have repair work done and the damage(s) or other defect in material or workmanship is deemed not a warranty issue, then the customer will be billed for the associated cost(s). Customers can and will be billed for mileage, labor, and material.

No dealer, distributor, agent, representative of the manufacturer, or other person is authorized to make any representation or promise of warranty concerning the manufacturer's products on behalf of the manufacturer except to refer the purchaser of this limited warranty.

## **Legal Remedies of Purchaser**

This warranty provides no specific legal rights. You may have additional rights not included in this warranty which vary from state to state. No action to enforce this warranty shall begin more than six months after a defect is discovered and shall not commence after expiration of the stated warranty period.

The attached form must be completed by the original retail purchaser and submitted to the manufacturer with a copy of the bill of sale or proof of purchase from your retail dealer within 30 days of purchase that includes your name, address, date of purchase and full VIN. If the requested information is not received then the warranty shall be deemed null and void, releasing the manufacturer of all responsibility.

Purchaser's First Name:	Last Name:
Address:	
City:	
Purchaser's Email Address:	
Phone Number:	
Retail Dealer Name:	
Complete VIN Number:	
Trailer Size:	
	clow, I understand the warranty and rights within it.
For Office Use Only:  Mail Date:	
Rec'd Date:	
Manufacturer's Invoice Number:	
Warranty Work Approved by:	Date:
Work Completed In-House or Sent Out:	
If Sent Out, Estimate Received Date & Amoun	it:
Date Estimate Reviewed & Approved:	
Description of Warranty Work:	

