



LIMITED WARRANTY

912-375-6044 (Tel.) 912-375-6099 (Fax)

LIMITED WARRANTY – Subject to the requirements, exclusions, and limitations stated below, **ARISING INDUSTRIES, INC.** (hereinafter “Manufacturer”) warrants for a period of five (5) years from the original date of purchase against any defects in materials and workmanship by Manufacturer to the overall frame structure and associated frame components on all Unit models. These include: main rails, bottom rails, cross members, vertical side posts, exterior walls, roof rails and bows, tongue, A-frame, door frame, coupler, headers, and welds, but does not include any floor boards or running gear. Subject to the requirements, exclusions, and limitations stated below, Manufacturer warrants for a period of one (1) year from the original date of purchase against any defects in materials and workmanship on all other components on all Unit models. This warranty is limited to the first original retail purchaser, and it is not transferrable or applicable to any subsequent purchasers or rental trailers.

EXCLUDED FROM WARRANTY – Some components installed or applied by Manufacturer are excluded from this warranty but may be warranted by the applicable supplier. These include, but are not limited to: axle and axle components, tow in/tow out and camber on axles, rims, springs and suspension components, couplers, jacks, air conditioners, generators, awnings, winches, hydraulics, food service and beverage equipment, refrigerators, stove/cook top, microwave ovens, water heaters, electronics, televisions, VCR, stereo equipment, and furnaces. Manufacturer is not responsible for claims related to: (1) tow vehicle wiring, tow vehicle wear, and damages to any tow vehicle, (2) failure to provide reasonable or necessary repairs/maintenance, (3) damage, wear, or defects resulting from, or repairs required because of, misuse, abuse, or neglect, including but not limited to, overloading (as determined by the gross vehicle weight rating and not payload capacity as shown on the vehicle identification label), improper loading, loose nuts, bolts, or screws, use of improperly torqued lug nuts, altered or incorrect hitch ball or tow hookup, alteration, or accident, (4) certain items including, but not limited to, bearings, magnets, brake shoes, doors, struts, lights, brake linings, tires, and batteries, all of which will not be replaced due to wear, (5) corrosion to the frame, skin, electrical, or other construction materials caused by the presence of any product causing a chemical reaction to the materials used to build the Unit including, but not limited to, fertilizers, cement caustic chemicals, etc., (6) deterioration of paint and/or appearance due to denting, defacing, chipping, scratching, tearing, fading cracks in caulk, exposure to road salt or tar, damage caused by animals, or pressure washing, (7) exterior sheet metal expansion that causes the exterior skin to appear wavy and wrinkled due to weather conditions, (8) any and all items or modifications installed or applied to the Unit by third-parties other than Manufacturer, and (9) screw-less or bonded Units that have panels come loose from the sidewalls – Manufacturer requires that Purchaser bring the trailer to Manufacturer’s plant to have panels repaired by applying screws to the panels on the Unit.

ACTION REQUIRED IN THE EVENT OF A DEFECT – If the Unit is found to be defective in materials or workmanship, all repairs must be performed by Manufacturer at its facility. All warranty work performed must be pre-approved by Manufacturer, or Manufacturer reserves the right to deny coverage. Manufacturer is not responsible for costs relating to transportation of the affected Unit or responsible for damages to goods stored inside of the Unit. Manufacturer’s obligations under this warranty shall be limited to repairing or replacing any part or parts which, in the opinion of the Manufacturer, shall prove defective in materials or workmanship under normal use and service during the applicable five or one year period commencing with the date of the first original retail purchase. No other remedy is available.

DISCLAIMER OF IMPLIED WARRANTIES, LIMITATION OF DAMAGES, AND VENUE – Any expressed 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 fitness for any particular purpose are expressly limited to the applicable one-year or five-year term. Under no circumstances shall Manufacturer 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. Such damages include, but are not limited to, transportation to and from Manufacturer to get warranty service, loss of time, loss of use, loss of revenues, salaries or commissions, lodging, towing charges, bus fares, car rentals, gasoline expense, telephone charges, inconvenience, and the cost of repairing or replacing other property which is damaged because of a defect in the product. Manufacturer is not responsible for any down time, lost profits, punitive, indirect or direct damages arising from the time associated with paint or other repairs. Notwithstanding anything to the contrary herein, this limited warranty is limited to repair or replacement of parts at Manufacturer’s facility. This warranty is limited to ordinary use within the Contiguous United States only, and is null and void otherwise. Any and all claims or actions to enforce the rights or obligations under this warranty shall be subject to the laws of the state of Georgia, and shall be litigated in the state and/or federal courts of the state of Georgia. Venue shall be considered proper in Fitzgerald, Ben Hill County, Georgia.

THIRD-PARTY REPRESENTATIONS – No dealer, distributor, agent, representative of Manufacturer, or other person is authorized to make any representation or a promise of warranty concerning Manufacturer’s products on behalf of Manufacturer except to refer the purchaser to this limited warranty.

LEGAL REMEDIES OF PURCHASER – This warranty provides 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.

SUBMIT/RETURN WARRANTY CARD FOR COVERAGE – The original retail purchaser must complete and return the warranty card below provided with the Unit to Manufacturer, and if it is not received by Manufacturer within 30 days, this limited warranty shall be null and void. Please return to ARISING INDUSTRIES, INC., P.O. BOX 947, FITZGERALD, GA 31750.

ARISING INDUSTRIES, INC. – WARRANTY CARD

1. PURCHASE INFORMATION

TODAY’S DATE: _____
UNIT V.I.N.: _____
DEALER: _____
SIZE/MODEL: _____
PURCHASE DATE: _____

2. CUSTOMER INFORMATION

INDIVIDUAL

BUSINESS

NAME: _____
CITY: _____
STATE: _____
ZIP: _____
PHONE: _____
EMAIL: _____

3. INTENDED USE INFORMATION

- PERSONAL/RECREATIONAL
- BUSINESS/COMMERCIAL
- ATV/VEHICLE/MOTORCYCLE HAULING
- CONSTRUCTION/INDUSTRIAL
- LANDSCAPE
- OTHER: _____

PLEASE RETURN TO:

MAIL: ARISING INDUSTRIES, INC.
P.O. BOX 947
FITZGERALD, GA 31750

OR

EMAIL: INFO@ARISINGINDUSTRIES.COM