



## **Warranty**

### ***ONE YEAR WARRANTY***

Balboa Toy Haulers, Inc. (Warrantor) warrants to the ORIGINAL CONSUMER PURCHASER (PURCHASER) for a period of **ONE (1) YEAR** from the date of purchase by PURCHASER (WARRANTY PERIOD), that its trailer (the PRODUCT) shall be free of DEFECTS in materials and workmanship attributable to Warrantor. Balboa warrants the original purchaser a lifetime structural warranty on the frame and chassis.

ALL Third party appliances, electronics, and other options shall be covered under their respective manufacturer's warranties.

### ***THINGS EXCLUDED FROM WARRANTY***

Warrantor is not responsible for claims relating to the following: (1) defacing: scratches, dents, chips, tears and defacing on any surface not caused by Warrantor; (2) routine maintenance; (3) damage from unauthorized repairs, abuse, misuse or neglect; (4) damage caused by improper hitch ball or tow vehicle hook up; (5) component parts covered by separate Supplier Warranty such as warranties of the manufacturer of tires, axles, jacks, couplers, windows, light fixtures, etc. These warranty claims must be presented to their respective component manufacturer for warranty service. Balboa Industries, Inc. reserves the right for final determination whether or not the product has been abused or misused by the Purchaser.

### ***WARRANTOR'S OBLIGATION-HOW TO GET WARRANTY SERVICE***

Warrantor shall elect to remedy defects in materials and workmanship caused by Warrantor by repair, replacement or refund, if replacement or repair is not possible. All defective products shall be delivered to Warrantor's address unless prior written approval is obtained from Warrantor. Warrantor may, as its option, select another qualified location for the repair to be completed. Warrantor will not be obligated, in any way, to pay for any repairs made without its specific approval. All costs incurred in service shall be borne by the Purchaser. Warrantor shall remedy defects within a reasonable time, not to exceed sixty (60) days after delivery by Purchaser.

### ***PURCHASER'S OBLIGATIONS***

Purchaser must notify the Warrantor, of any defect within fifteen (15) days after it is, or should have been, discovered. Purchaser must complete and return to Warrantor the attached Warranty Card within fifteen (15) days of purchase to obtain warranty service. Purchaser must pay all service, towing and transportation charges incurred to obtain warranty service.



***DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES***

THE ORIGINAL PURCHASER OF WARRANTOR'S PRODUCT AND ANY PERSON TO WHOM THE PRODUCT IS TRANSFERRED, AND TO ANY PERSON WHO IS AN INTENDED USER OR BENEFICIARY OF THE PRODUCT SHALL NOT BE ENTITLED TO RECOVER FROM WARRANTOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT. DAMAGES INCLUDE LOSS OF USE OF TRAILER, LOSS OF REVENUES OR ANY OTHER COMMERCIAL LOSSES, SUBSEQUENT USE OF RENTAL EQUIPMENT, LOSS OF TIME AND/OR INCONVENIENCE.

Some states do not allow for the exclusion or the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

***LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES***

WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OTHER IMPLIED WARRANTIES TO THE WARRANTY PERIOD OF ONE (1) YEAR. THE WARRANTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AFTER EXPIRATION OF THE WARRANTY PERIOD. There is no warranty made by Warrantor beyond that contained in this Warranty. No person has authority to enlarge, amend or modify this Warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

***DESIGN CHANGES***

Warrantor reserves the right to change the design of its products from time to time without notice and with no obligation to make corresponding changes in its products previously manufactured.

***LEGAL REMEDIES OF PURCHASER***

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. No action to enforce this Warranty shall be taken later than six (6) months after the discovery of any defect, or after expiration of the Warranty Period.



***LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES***

WARRANTOR EXPRESSLY EXCLUDES AND OR DISCLAIMS ALL IMPLIED WARRANTIES OR MERCHANTABILITY, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND OTHER IMPLIED WARRANTIES. IN THE EVENT IMPLIED WARRANTIES ARE NOT EXCLUDABLE, THEN WARRANTOR EXPRESSLY LIMITS THE DURATION OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER IMPLIED WARRANTIES TO THE MINIMUM TIME AS ALLOWED BY LAW. There are no warranties that extend beyond the terms contained in this warranty.

Any alteration, modification, or change to the Product that is the subject of this contract shall void the warranty provided herein.

All disputes and matters whatsoever arising under, in connection with, or incident to this warranty contract shall be litigated, if at all, in and before a court located in Canyon County, Idaho, U.S.A., to the exclusion of the courts of any other state, territory, or country.