



Extreme Custom Trailers Limited Warranty

Extreme Custom Trailers ("we," "us," or "our") warrants each new Extreme Custom Boat Trailer to be free from defects in materials and workmanship under normal use and service, subject to the terms and conditions outlined below. This warranty complies with Oregon law, including the Oregon Uniform Commercial Code (ORS Chapter 72) and the Magnuson-Moss Warranty Act (15 U.S.C. § 2301).

1. Warranty Coverage

- This limited warranty covers the trailer for three (3) years from the date of manufacture or two (2) years from the date of first retail sale, whichever occurs first.
- At our sole discretion, we will repair or replace, free of charge, any part found to be defective due to faulty materials or workmanship, provided the trailer is returned at the purchaser's expense to an authorized Extreme Custom Trailer Service Center within 30 days of discovering the defect. Repairs or replacements will be completed within 30 days of receipt, subject to parts availability.
- This warranty applies only to the original retail purchaser and is non-transferable. No subsequent purchaser, assignee, or third party may claim rights under this warranty.
- Implied Warranties: TO THE FULLEST EXTENT PERMITTED BY OREGON LAW, ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS WARRANTY (TWO YEARS FROM THE DATE OF FIRST RETAIL SALE OR THREE YEARS FROM THE DATE OF MANUFACTURE, WHICHEVER OCCURS FIRST).

2. What is Not Covered

This warranty does not cover:

- Defects or damage resulting from modifications, alterations, or repairs not performed by an authorized Extreme Custom Trailer Service Center.
- Defects or malfunctions caused by:
- Unreasonable use, defined as towing the trailer beyond its rated capacity, using it in conditions for which it was not designed (e.g., off-road use), or failing to follow safety and maintenance guidelines in the Extreme Custom Trailers owner's manual.
- Failure to provide reasonable and necessary maintenance, including regular inspection of tire pressure, lubrication of bearings, and ensuring proper hitch connections, as outlined in the owner's manual.

- Normal wear and tear, accidents, abuse, neglect, or environmental damage (including but not limited to corrosion from saltwater exposure or rust) unless directly caused by a defect in materials or workmanship.
- Damage caused by overloading the trailer beyond its stated weight capacity, improper adjustment of the trailer to the boat, or use of inadequate weight distribution hitches with hydraulic surge brakes.
- Use of the trailer in a rental fleet or for commercial purposes, defined as any use for hire, leasing, or revenue-generating activities, voids this warranty.
- The following components are covered by separate manufacturer warranties, and Extreme Custom Trailers is not responsible for their administration denial, or labor to replace.
- Winches, lights, couplers, actuators, brakes, tongue jacks, springs, tires, wheels, and axles.
- See Section 5 for details on third-party warranties.
- Loss of time, inconvenience, towing charges, travel expenses, lodging, telephone charges, gas, loss or damage to personal property, or loss of wages.
- No warranty is provided for bunk lumber and carpeting. Lumber and carpeting are inspected for defects during the pre-delivery inspection at the dealership.

3. Safety and Usage Requirements

Failure to comply with these requirements voids coverage for related defects. The purchaser must provide proof of compliance via dated records. Consult the Extreme Custom Trailers owner's manual for detailed instructions.

- Ensure the hitch ball on the towing vehicle matches the trailer coupler's dimensions.
- Secure all safety chains and break-away braking systems before each use.
- Tighten all lug nuts to the manufacturer's specifications before each use and re-torque
- After 50 miles. Check every 50 miles until the torque rating holds. Repeat the process if a tire assembly is removed and/or reinstalled.
- Comply with state towing regulations regarding trailer weight and
- Towing requirements.

4. Warranty Claim Process

To make a warranty claim:

1. Contact an authorized Extreme Custom Trailer dealer within 10 days of discovering the defect.
2. Provide proof of purchase, the trailer's serial number, and photographs of the alleged defect.
3. Return the trailer to the dealer at your expense for inspection and repair.
4. We will notify you of the claim's approval or denial within 15 business days of inspection.

5. Third-Party Component Warranties

Certain components are warranted by their respective manufacturers. Visit versatiletrailers.com and click on the “Resources” tab for warranty and user manual information.

6. Limitations of Liability

- Consequential Damages: TO THE FULLEST EXTENT PERMITTED BY OREGON LAW, VERSATILE TRAILERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF TIME, INCONVENIENCE, TOWING CHARGES, TRAVEL EXPENSES, LODGING, TELEPHONE CHARGES, GAS, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR LOSS OF WAGES.
- If any provision of this warranty is found to be unenforceable under Oregon law, the remaining provisions shall remain in full force and effect.

7. Dispute Resolution

Any disputes arising under this warranty shall be resolved through mediation in Douglas County, Oregon, in accordance with Oregon law. If mediation fails, disputes shall be submitted to binding arbitration under the rules of the American Arbitration Association. This warranty is governed by the laws of the State of Oregon. The company shall advance all mediation and arbitration fees and costs, recoverable only if the claim is frivolous. Parties retain rights to limited discovery as per AAA consumer rules. This provision does not limit class action under Oregon law.

8. Your Legal Rights

This warranty complies with the Magnuson-Moss Warranty Act and Oregon consumer protection laws, including the Unlawful Trade Practices Act (ORS 646.605–646.652). You may have additional rights under Oregon law, such as the right to seek remedies for deceptive warranty practices. **SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.** This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

9. Contact Information

For warranty inquiries, contact an authorized Extreme Custom Trailers Dealer or Extreme Custom Trailers

 541.679.2920

 sales4@fabform.com

 versatiletrailers.com