

**CURRAHEE TRAILERS INC.**  
**850 Tommy Irvin Rd**  
**Mount Airy, GA 30563**  
Phone 706-754-5396

## **Currahee One Year Limited Warranty**

Thank you for choosing to purchase a trailer by Currahee Trailers, Inc., a product in which design and construction have received the care that quality demands. This warranty covers many important items and is indicative of our desire to stand behind our products and assure our customers complete satisfaction. Currahee Trailers, Inc., whose name appears on your "Certificate of Origin" (**Currahee Trailers, Inc**) warrants to the original owner that your Currahee trailer will be free from defects in materials and workmanship for the period of one (1) year except as herein limited, from the date of the first retail purchase provided all stated conditions and exclusions are met and satisfied. The obligation of this warranty shall be limited to replacing any part or parts that, in the opinion of the factory are defective in materials or workmanship under normal use and service during the one (1) year period commencing with the date of the first retail purchase. Approved labor costs and parts are covered for 1 year.

### **WARRANTY VALIDATION**

A warranty registration certificate is attached. You must fill out and return via certified mail (retaining receipt for proof of mailing) this certificate to the factory within fifteen (15) days after purchase of the trailer. This purchaser record is required by federal law. Failure to fill out and return this warranty registration certificate within the above period will automatically void the warranty.

### **HOW TO OBTAIN WARRANTY SERVICE**

1. Warranty repairs are to be referred to the dealer where purchase was made.
2. All warranty requests must be presented to your authorized Currahee dealer and proper arrangements must be made and approved by the factory prior to any work being done. This is to insure your local dealer's interest in your complete satisfaction.
3. Currahee reserves the right to change the parts and design of its products from time to time without notice and with no obligation to maintain spare parts or make corresponding changes in its products previously manufactured
4. Currahee will not be obligated in any way to pay for repairs made without specific approval in advance for repairs made in any manner other than that approved by Currahee, labor charges in excess of those deemed reasonable by Currahee or any parts, billed in excess of the cost if Currahee had supplied those parts. Labor and parts charges for any covered warranty work are limited to the amount approved by Currahee for such labor and/or parts.
6. Except as described in this limited warranty, Currahee will not pay any other charge or expenses including, without implied limitation, any charges for overtime labor, service calls, towing charges or transportation costs. Such charges or expenses are the responsibility of the customer and will not be paid for by Currahee.
7. The Purchase of this trailer, and its associated contract, warranty and all claims associated therewith, shall be governed and controlled as to the validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws and decisions of the State of Georgia, which is the state in which the Company's principal place of business is located. All orders accepted by the Company shall be considered as submitted to the Company at its principal place of business in Habersham County,

Georgia, and shall be deemed to have been entered into in Habersham County, Georgia, unless the Company agrees otherwise, in writing. The Buyer agrees that all actions or proceedings arising directly, indirectly or other wise in connection with, out of, related to, or from an order accepted by the Company shall be litigated at the Company's discretion and election, in the Courts of Habersham County, Georgia. The Buyer hereby consents and submits to the jurisdiction of these Courts and waives any right to seek a transfer or change of venue in any litigation brought against the Company by the Buyer or in any litigation brought by the Company against the buyer.

#### WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

##### 1. Items covered by another warranty

The following items would be subject to the original manufacturer's warranty, but not limited to:

A. Axles and axle components including, without implied limitation, tow in/tow out and camber on axles.

B. Tires and Wheels

##### 2. Tow vehicle wiring

3. Damage or wear caused by unreasonable use or failure to provide reasonable and necessary repairs or maintenance.

4. Currahee will not be responsible for work performed or items installed by others. Customer will be charged for any labor, material, or parts resulting from work performed or items installed by others.

5. Damage or defects resulting from or repairs required because of misuse 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, negligence, alteration, accident, act of nature, or lack of reasonable and proper maintenance. Warrantor expressly disclaims any responsibility or damage to the appearance of items located on the unit where damage is due to normal wear and tear or exposure to the elements.

6. The Warrantor further makes no warranty with regard to any product used as a rental unit.

7. Any product not registered and normally used in the United States.

8. Replacement of maintenance items that are worn out from normal use, including but not limited to bearings, magnets, brake shoes.

9. Deterioration of paint and appearance due to use and exposure.

10. Damages caused by loose or improperly torqued lug nuts.

11. Damages caused by the use of an incorrect or altered hitch ball or improper latching.

12. Damages caused by loose nuts, bolts or screws. Maintaining necessary tightness of these items is the owner's responsibility.

13. Loss of time, lodging expense, food, entertainment, inconvenience, loss of use of trailer, rental of substitute equipment, lost revenues, freight or towing cost to repair facility, or other commercial loss.

14. Trailers towed by a vehicle with a greater than one (1) ton classification.

15. Trailers towed by a vehicle whose towing capacity is less than the trailers GVWR.

Any expressed or implied warranty not provided herein, including without implied limitation, any warranties or merchant-ability of fitness for a particular purpose, and any remedy for breach of contract,

which but this provision might arise by implication of operation of law are hereby excluded and disclaimed. If they cannot be disclaimed, any implied warranties of merchant-ability and of fitness for any particular purpose are expressly limited to a term of one (1) year. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you Under no circumstances shall Currahee 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. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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 within a reasonable time, 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.

The factory neither assumes nor authorizes any other person to give any other warranty or to assume on its behalf any other obligation or liability. This warranty is non-transferable from original owner.

**THIS FORM MUST BE COMPLETED AND RETURNED TO  
CURRAHEE TRAILERS, INC.  
WITHIN 15 DAYS OF PURCHASE.**

PLACE (STORE) OF PURCHASE \_\_\_\_\_

VEHICLE IDENTIFICATION NUMBER

(from serial plate on trailer) \_\_\_\_\_

MODEL NUMBER

(from serial plate on trailer) \_\_\_\_\_

DATE OF PURCHASE \_\_\_\_\_

BUYER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

Customer Signature \_\_\_\_\_

RETURN TO:

CURRAHEE TRAILERS

850 TOMMY IRVIN RD

MOUNT AIRY, GA 30563

**CURRAHEE TRAILERS, INC.  
STANDARD TERMS & CONDITIONS**

**1. ACCEPTANCE:**

Except as otherwise agreed to in writing by authorized personnel of Currahee Trailers, Inc. (hereinafter referred to as "The Company") acceptance of this order is predicated upon the following terms and conditions and any additional and/or different terms of Buyer's purchase order are rejected and shall not become a part of this order.

**2. ASSIGNMENT:**

The rights of Buyer hereunder shall neither be assignable nor transferable without the written consent of the Company.

**3. TERMS OF PAYMENT:**

Unless otherwise agreed to in writing by authorized personnel at the Company's offices, the terms of payment shall be COD at the time of delivery or pick up. Any exceptions must be arranged with the Company in advance.

At delivery, Buyer is responsible for immediately inspecting the trailers provided by the Company. Any damages incurred during transit must be reported at that time. Damages reported after the driver leaves after making delivery will not be accepted or credited.

Accounts past due shall bear interest at the highest rate lawful to contract for but if no limit is set by law, such interest shall be 1 1/2% per month. Buyer shall pay all costs and expenses, including reasonable attorney's fees, incurred in collecting same, and no claim, except claims within the Company's dealer warranty will be recognized.

**4. INSOLVENCY OF BUYER:**

If any proceeding is initiated by or against Buyer under any bankruptcy or insolvency law, or in the judgment of the Company the financial condition of Buyer, at the time the equipment is ready for shipment, does not justify the terms of payment specified, the Company reserves the right to require full payment in cash prior to making shipment. If such payment is not received within fifteen (15) days after notification of readiness for shipment, the Company may cancel the order of any unshipped item and require payment of reasonable cancellation charges.

**5. DELAYS:**

The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of governmental or military authorities, delays in transportation or procuring materials, or causes of any kind beyond the Company's control. No provision for liquidated damages for any cause shall apply under orders made by the Buyer or shipments made by the Company.

**6. SHIPPING:**

(a) Trailers to be delivered shall be shipped using such methods as the Company may deem proper for protection against normal handling; (b) routing and manner of shipment will be at the Company's discretion, and may be insured at Buyer's expense, value to be slated at order price. The Company is not responsible for loss or damage in transit after having received "In Good Order" receipt from the carrier. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer. Acceptance of material from a common carrier constitutes a waiver of any claims against Company for damage or loss.

**7. DELIVERY:**

Except at otherwise agreed to in writing by authorized personnel of the Company, absence of exact shipping instructions, the Company will use its discretion regarding the best means of shipment. No liability will be accepted by the Company for so doing. All transportation charges are at Buyer's expense. Time of delivery is an estimate only and is based upon the receipt of all information and necessary approvals, the shipping schedule shall not be construed to limit the company in making commitments under this order in accordance with the Company's normal and reasonable production schedules.

**8. SECURITY INTEREST:**

Company retains title to and a security interest in all products sold to Buyer hereunder until the purchase price and other charges, if any, are paid in full. Upon request of Company, Buyer will execute any document or furnish any notices necessary to perfect the security interest of Company in the products sold hereunder.

**9. RECORDS, AUDITS AND PROPRIETARY DATA:**

Unless otherwise specifically agreed in writing and signed by an authorized officer, neither Buyer nor any representative of Buyer, nor any other person, shall have the right to examine or audit the Company's cost accounts, books or records or any

kind or on any matter, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which the company, in its sole discretion, may consider proprietary to the Company.

**10. LIABILITY LIMITATIONS:**

Under no circumstances shall the Company have any liability for liquidated, collateral, consequential, or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, whether resulting from delays in delivery or performance, breach or warranty, negligent manufacture or otherwise. The aggregate total liability of the Company in connection with the performance of any orders, whether for breach of contract or warranty, negligence, or otherwise, shall in no event exceed the contract price. Buyer agrees to indemnify and hold harmless the Company for all claims by third parties in excess of these limitations.

Since the compliance with the various Federal, State and Local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation and operation of the equipment and other matters over which the Company has no control, the Company assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.

**11. WARRANTY:**

The attached dealer warranty is exclusive and in lieu of all other warranties expressed or implied, including but not limited to any warranty of merchantability or of fitness for particular purpose.

**12. OTHER RIGHTS AND REMEDIES:**

In addition to the rights and remedies conferred upon the Company herein, the Company shall have all rights and remedies conferred at law and in equity and shall not be required to proceed with the performance of any order if Buyer is in default in the performance of such order or of any other contract or order with the Company.

**13. LAW GOVERNING CONTRACT:**

All orders accepted by the Company shall be governed and controlled as to the validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws and decisions of the State of Georgia, which is the state in which the Company's principal place of business is located. All orders accepted by the Company shall be considered as submitted to the Company at its principal place of business in Habersham County, Georgia, and shall be deemed to have been entered into in Habersham County, Georgia, unless the Company agrees otherwise, in writing. The Buyer agrees that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to, or from an order accepted by the Company shall be litigated at the Company's discretion and election, in the Courts of Habersham County, Georgia. The Buyer hereby consents and submits to the jurisdiction of these Courts and waives any right to seek a transfer or change of venue in any litigation brought against the Company by the Buyer or in any litigation brought by the Company against the Buyer.