# TERRAN AXLE LIMITED WARRANTY

**Coverage**

This Limited Warranty covers the Terran Axle products set forth herein (each a "Product," collectively the "Products"). Please refer to the Terran Axle Operation Maintenance and Service Manual (the "Operating Manual") at www.terranaxle.com/operatingmanual for instructions on proper operations, service and maintenance of the Products which are required to be followed in order to submit a valid claim under this Limited Warranty. Normal wear and tear is excepted from this Limited Warranty (see the section entitled "Exclusions").

Subject to the terms of this Limited Warranty, Terran Axle warrants only to the original purchaser from the date of original purchase at retail (the "Purchaser") that the Products will be free from defects in materials and workmanship beginning on the date of initial retail purchase subject to the following restrictions and warranty periods:

**Limited 8-Year Warranty - Spring & Torsion Axles**

Axles shall have an eight (8) year limited warranty. This does not cover components of axles covered by limited warranties of shorter durations (grease and oil seals, bearings and leaf spring suspension systems).

**Limited 5-Year Warranty – Leaf Springs**

Leaf spring suspension systems (including component parts) shall have a five (5) year limited warranty.

**Limited 3-Year Warranty – Bearings**

Bearings for all Products shall have a three (3) year limited warranty.

**Limited 3-Year Warranty – Grease Seals**

Grease seals for all Products shall have a three (3) year limited warranty.

This Limited Warranty only covers the initial retail purchase of Products by the Purchaser. No warranty is available under any circumstances for components and parts attached to or otherwise incorporated into the Products by any party other than Terran Axle. All risks as to Product quality or performance not covered by this Limited Warranty are the exclusive responsibility of the Purchaser.

**Non-Transferable**

This Limited Warranty is not assignable or transferable and extends only to the Purchaser and shall not extend to any third party, including a subsequent purchaser of a trailer that incorporated any of the Products.

**Exclusive Remedy**

Provided that the Purchaser complies with this Limited Warranty (including operations, service, and maintenance requirements set forth in Operating Manual), if during the Limited Warranty Period, the Purchaser submits a claim to Terran Axle in accordance with this Limited Warranty, Terran Axle will, in its sole and absolute discretion, either (i) repair or replace the affected Product components or the entire Product or (ii) exchange the entire Product for a refund of the lesser of the original purchase price or the current list price of the Product subject to the claim.

Payment of any installation or repair costs under this Limited Warranty by Terran Axle is contingent upon advance written approval by Terran Axle. Failure to receive Terran Axle's written approval before a repair or replacement is performed shall result in (i) Terran Axle's future obligations under this Limited Warranty being rendered null and void and (ii) no reimbursement by Terran Axle of any installation or repair costs.

This sets forth the Purchaser's sole and exclusive remedy and Terran Axle's entire liability for a breach of this Limited Warranty.

This Limited Warranty only covers Product or component replacement as explicitly authorized by Terran Axle. Purchaser shall allow a reasonable time period to receive the replacement parts and Products from Terran Axle or the refund to be sent under this Limited Warranty. Provided that Terran Axle approves the Product replacement or repair, a replacement part or product assumes the remaining term of the Limited Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage. When a Product or component part is replaced or a refund provided, any replacement Product or component becomes the Purchaser's property and the replaced or refunded item becomes Terran Axle's property.

**Warranty Claim Procedure**

Purchaser's remedy under this Limited Warranty is conditioned upon following the warranty claim procedure. To initiate a claim within the applicable Limited Warranty period, Purchaser shall comply with the following requirements:

1. Purchaser shall be the original retail purchaser of the trailer or recreational vehicle in which Products were originally installed.
2. Products subject to the warranty claim must have been installed and maintained in accordance with good industry practices and the specifications in the Operating Manual. Purchaser is responsible for the cost of all operations, service and maintenance on the Products.
3. Purchaser shall notify Terran Axle, by email to our Customer Service Department at warranty@terranaxle.com, of any alleged claim or defect (i) before the expiration of the applicable Limited Warranty period and (ii) within sixty (60) days of discovery of a defect or thirty (30) days of notification of an accident, injury to person, damage to property or other loss related to a Product. Purchaser's notification under this Limited Warranty shall include: (i) the details of the alleged claim or defect; (ii) Product serial number; (iii) name and location of point of Product purchase and (iv) Purchaser name, address and contact information.
4. Purchaser shall follow Terran Axle's instructions for any return, repair or replacement of the Products including any shipment of Products to Terran Axle for inspection and testing. Purchaser has no right to return or replace the Products or components except as set forth in this Limited Warranty.
5. Purchaser's claim of alleged defect shall not include any defects excluded from this Limited Warranty under the section entitled "Exclusions."
6. Neither Purchaser nor a third party shall reconstruct, repair, alter, or replace any Products, in whole or in part, except with the written authorization of Terran Axle. Each Product must not be altered and remain in its original form.

7. If Terran Axle's determines, to its reasonable satisfaction, that such Products are defective and such defect was not caused or contributed to by any factors described under the section entitled "Exclusions," Terran Axle shall determine the appropriate remedy as set forth under "Exclusive Remedies."

**Exclusions**

This Limited Warranty does not extend to and does not cover defects caused by the following:

1. Improper or unreasonable use or operation of Products including, but not limited to, the failure to utilize the axle designed to support your trailer type, size and weight.
2. Use of Products on a trailer other than the one on which originally installed.
3. Alterations to Products by Purchaser or other third parties, including any and all damage caused by or related to alteration to an axle, running gear, or any other Products and welding supplemental brackets to the axle.
4. Any connection of brake wiring to trailer wiring or trailer wiring to any other vehicle wiring, including towing vehicles.
5. Failure to comply with upkeep and maintenance requirements in the Operating Manual.
6. Repairs made by Purchaser or a third party not authorized by Terran Axle including repair, alteration and removal of the Products.
7. Normal wear and tear.
8. Improper installation, including the attachment of axles and running gear to the frame.
9. Improper alignment.
10. Use of parts not supplied by Terran Axle.
11. Failure to utilize proper torque values and torquing procedure of wheel nuts as set forth in the Operating Manual.
12. Cosmetic finish or corrosion, including such damage by road conditions, fuel, oil or other substances.

**Limited Warranty Limitations**

PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY TERRAN AXLE, OR ANY OTHER PERSON ON ITS BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS LIMITED WARRANTY. THERE ARE NO WARRANTIES, AGREEMENTS, OR UNDERSTANDINGS THAT EXTEND BEYOND THE TERMS OF THIS LIMITED WARRANTY. THE DURATION OF ANY IMPLIED WARRANTY THAT MAY ARISE UNDER APPLICABLE LAW IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES.

TERRAN AXLE HEREBY EXCLUDES INCIDENTAL, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, LOSS OF USE, TOWING FEES, TELEPHONE CALLS, COST OF MEALS OR LODGING OR ANY OTHER PECUNIARY DAMAGE, FOR ANY BREACH OF AN EXPRESS OR IMPLIED WARRANTY PROVIDED BY TERRAN AXLE WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Terran Axle's liability for any defect in the Products, whether based on contract, tort, warranty, or any other theory, will not exceed the purchase price of the Products. For all claims under this Limited Warranty, Terran Axle has the right to fulfill its obligations under this Limited Warranty to refund of the lesser of the original purchase price or the current list price of the Product subject to the claim.

This Limited Warranty constitutes and contains the entire agreement between the parties concerning any warranties for the Products. All prior or contemporaneous understandings or agreements between the parties, if any, whether written or oral or express or implied, are merged into and with this Limited Warranty, which fully and conspicuously states and expresses the parties' understanding and agreement.

This Limited Warranty gives Purchaser specific rights, but Purchaser may also have other rights which vary by state. Accordingly, certain limitations contained herein may not apply to a particular Purchaser.

**Contact Terran Axle**
For questions or to submit any claims under this Limited Warranty, please contact Terran Axle, Inc. at warranty@terranaxle.com.