

MANUFACTURER'S LIMITED WARRANTY

MANUFACTURER'S LIMITED WARRANTY FOR ALL PRODUCTS MANUFACTURED BY NEO MANUFACTURING, LLC DBA NEO TRAILERS (Neo Mfg.) ARE SUBJECT TO SPECIFIC AND IMPLIED WARRANTIES AS FOLLOWS:

Neo Mfg. warrants that each Neo Trailer operated by the original retail purchaser under normal use in the Continental United States or Canada will be free from defects in materials and workmanship for two (2) years following the original purchase, subject to the requirements, exclusions and limitations stated below which will be strictly applied.

EXCLUSIONS ARE AS FOLLOWS:

1. Defects in separately manufactured products not produced by Neo Mfg., such as, but not limited to, air conditioning units, cargo holding devices, axles, brakes, lights, ramp door springs, tires/wheels, paint and all other components not manufactured by Neo Mfg.
2. Repairs made necessary by negligent use, misuse, abuse, loading the unit beyond its gross weight limitations, accidents, acts of God, roof damage from snow/ice buildup, or other contingencies beyond control of Neo Mfg.
3. Deterioration due to use or exposure, such as chipping, scratching, fading, cracks in caulk seams, road salt or tar, damage by tree limbs, animals or pressure washing etc.
4. Repairs made necessary by reason of failure to follow ordinary and customary maintenance procedures, including procedures recommended by Neo Mfg.
5. Repairs or alterations to the original design and or not authorized by Neo Mfg.
6. Any trailer utilized as a rental unit or as part of a rental combination with rental equipment is warranted for 90 days from the date of original retail purchase.
7. Commercial car/equipment haulers.
8. Tires, axles, brake components, springs and suspension components, couplers, jacks and batteries purchased and installed by Neo Mfg. are warranted by their respective manufacturers and are excluded from this Limited Warranty.

LIMITATIONS ARE AS FOLLOWS:

- A. Except as otherwise provided in the Warranty, this warranty excludes any and all damages, and Neo Mfg. shall have no liability for paying incidental or consequential damages. Such damages included, but are not limited to, transportation to and from the dealer or manufacturer to get warranty service, loss of time, loss of use, loss of revenues, salaries or commissions, lodging, towing charges, bus fares, rentals, gasoline expense, telephone charges, inconvenience, and the cost of repairing or replacing other property which is damaged because of a defect in the unit. This includes after-market upgrades. Examples, but not limited to: Rhino Liner, floor sealants, paints, wraps, graphics, etc. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.
- B. Neo Mfg. has advanced technologies to deliver the most innovative design in enclosed trailers today. Due to varying degrees of trailer usage and payload characteristics, you may experience separations of the exterior skin from the vertical wall-posts under certain conditions. Should this occur, Neo Mfg. reserves the right to secure these separations with the use of mechanical fasteners either at its place of business or at a facility approved by Neo Mfg. This is your sole remedy with regard to any alleged separation of the exterior skin from the vertical wall-posts, notwithstanding any other provision of the Warranty.

WHAT ABOUT OTHER WARRANTIES AND WARRANTIES IMPLIED BY LAW?

This warranty is in lieu of all other warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. If applicable state law does not permit disclaimer of the implied warranty that the product is fit for ordinary use, then, to the extent consistent with state law, that implied warranty is limited to Two (2) years for Aluminum framed products. No dealer, distributor, agent, representative of Neo MFG or other person is authorized to make any representation or a promise of warranty concerning Neo Mfg. products on behalf of the company except to refer the purchaser to this Warranty.

WHAT MUST YOU DO TO KEEP THE WARRANTY IN EFFECT?

You must perform reasonable and necessary maintenance (inspections of frame, axle hangers, sidewall skins and all other structural parts for excessive wear and/or cracking) upon the unit and use the unit in accordance with Neo Mfg.'s directions and recommendations, paying particular attention to the warning and instruction labels provided by Neo Mfg. Tire replacement must match load index and size specifications of OEM and as stated on ICC sticker.

NORMAL USE, NO REPAIRS OR ALTERATIONS

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subjected to negligence, accident, abuse, misuse, neglect, overload or has been repaired or altered without the prior written consent of Neo Mfg. Normal wear items, including but not limited to struts, lights, bearings, brakes, brake linings, tires and batteries will not be replaced due to wear.

PRIOR WRITTEN CONSENT AND PROOF OF DEFECTIVE PARTS REQUIRED

No reimbursement will be made to any dealer or owner for repairs made without the prior written consent of Neo Mfg. Please contact your authorized Neo Mfg. dealer with proof of defective part in order to qualify for replacement or reimbursement under this Limited Warranty.

OTHER PRODUCTS EXCLUDED

This Limited Warranty applies exclusively to trailers manufactured by Neo Manufacturing, LLC. Any products not manufactured by Neo Manufacturing, LLC. are specifically excluded from this warranty. Authorized repairs do not extend the term of this Limited Warranty.

LIMITATIONS

The sole responsibility of Neo Mfg., under this limited warranty shall be to repair or replace parts at Neo Mfg.; however, under unusual circumstances with prior written approval and at Neo Mfg.'s discretion, Neo Mfg. will allow an allotted time frame for repairs, along with a reasonable allowance for repairs offsite. All other obligations or liabilities, including incidental or consequential damages or contingent liabilities arising out of the failure of any parts to operate properly are hereby excluded, including but not limited to any damages resulting from loss of use, inconvenience, loss of time, commercial loss or any other type of damages, general or specific, foreseen or unforeseen, unless applicable state law provides otherwise.

DISCLAIMERS

This warranty is expressly in lieu of all other express warranties and representations. Neo Mfg. makes no representation or warranty of any kind, express or implied, with respect to Neo Mfg. whether as to merchantability, fitness for a particular purpose or any other matter. There are no warranties which extend beyond the description on the face hereof. No one, including an authorized Neo Trailers dealer, is authorized to make further or additional warranties on behalf of Neo Mfg. All implied warranty of merchantability and fitness for intended use are limited to warranty periods stated above, unless any applicable state law provides otherwise.

DISPUTES UNDER THIS LIMITED WARRANTY

Any and all disputes and claims of any kind and nature whatsoever arising under this Limited Warranty shall be handled as provided in any agreement of purchase and sale for the Product. If such agreement does not include an express provision relating to the handling of disputes and claims, then the following terms shall apply to this Limited Warranty. This Limited Warranty shall be deemed to have been made in the State of Michigan (without regard to the conflict of law principals of the State), including all matters of construction, validity and performance regardless of the location of the Product. You expressly waive any and all right to jury trial regarding any dispute hereunder. You hereby irrevocably submit to the exclusive jurisdiction and venue of courts sitting in St Joseph County, MI, and hereby agree not to assert by way or motion, defense, or otherwise, any claim that you are not subject personally to the jurisdiction of such courts, that the product or any other property of yours is exempt or immune from attachment or execution, that any action brought under this Limited Warranty is brought in an inconvenient forum, that the venue of the action is improper or that this Limited Warranty cannot be enforced by any such courts.

REQUIRED WARRANTY CLAIM PROCEDURE

In order to validate this Limited Warranty, you must complete the warranty registration and send it within 10 days of purchase date. Within ten (10) days after discovering a problem with your Neo Trailers product, return your trailer for inspection to the Neo Mfg. dealer where you bought your trailer. If your dealer cannot repair the problem free of charge and you want to file a claim under this Warranty and within ten (10) days of your discovery of the defect, your local dealer must send a Limited Warranty Claim form to Neo Mfg. by email, with photos and the last six digits of the VIN. Neo Mfg. will respond as soon as possible, but no later than thirty (30) days after receipt of the claim. All warranty claim invoices must be turned in within 7 days of job completion. Neo Mfg. reserves the right to refuse unreasonable costs for replacement or repair defects in Neo Trailers and may, at Neo Mfg.'s discretion, establish a reasonable reimbursement for any authorized work performed under the terms of this Limited Warranty. Neo Mfg., MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS LIMITED WARRANTY.

For questions or comments, please direct your correspondence to the address below.

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