

LIMITED WARRANTY

What Products Are Covered

All Dexter® Axle Company ("Dexter") trailer axles, suspensions, and brake control systems manufactured on or after September 1, 2016, excluding Dexter 6000 series Manufactured Housing Axles. Additional exclusions include the following brands: Silent Drive by Dexter, Kodiak, Dexter's Door and Ventilation Products, and Heavy Duty Steering and Lift Axles, which are covered by separate warranties specific to those products.

Limited 1 Year Warranty

Grease & oil seals (FOR ALL PRODUCTS), couplers, and Dexter DX6.6 Surge Actuator have a <u>one (1) year</u> limited warranty to the original purchaser from the date of original retail purchase.

Limited 2 Year Warranty

Dexter warrants to the original purchaser that its electric over hydraulic actuators (DX Series and BrakeRite®), Airflex® air supply components, and Tow Assist™ electronic components shall be free from defects in material and workmanship for a period of two (2) years from the date of original retail purchase.

Limited 5 Year Warranty

Dexter warrants to the original purchaser that its sprung axles, sprung suspension systems, Versa~Flex™ axles, Eliminator™ axles, hydraulic surge actuators (except Dexter DX6.6 Surge Actuator), and Dexter Genuine Replacement Parts shall be free from defects in material and workmanship for a period of <u>five (5) years</u>. The warranty period shall begin from the date of original retail purchase.

Limited 6 Year Warranty

Dexter warrants to the original purchaser that its Vortex^{\mathbb{M}} and Vault^{\mathbb{Q}} high performance lubrication systems shall be free from defects in material and workmanship for a period of $\underline{\operatorname{six}}$ (6) years from the date of original retail purchase.

Limited 7 Year Warranty

Dexter warrants to the original purchaser that its Predator Series® electric brake controllers shall be free from defects in material and workmanship for a period of seven (7) years from the date of original retail purchase.

Limited 10 Year Warranty

Dexter warrants to the original purchaser that the suspension components of its Torflex® axles shall be free from defects in material and workmanship for a period of ten (10) years from the date of original retail purchase.

Exclusive Remedy

Dexter will, at its option, repair or replace the affected components of any defective axle, repair or replace the entire defective axle, or refund the lesser of the original purchase price and the then-current list price of the axle or components. In all cases, a reasonable time period must be allowed for warranty repairs to be completed. Allowance will only be made for installation costs specifically approved by Dexter.

What You Must Do

In order to make a claim under these warranties:

- You must be the original purchaser of the trailer and/or Dexter Genuine Replacement Parts.
- You must promptly notify Dexter after detection of any defect, but in any case within the applicable warranty period of such defect, and provide us with the axle or applicable component serial number and any substantiation of such defect which may include, but is not limited to, the return of part(s) that we may reasonably request.
- 3. The axles, suspensions and components must have been installed and maintained in accordance with good industry practice and

any specific Dexter recommendations, <u>including those specified in</u> Dexter's current manuals.

Exclusions

These warranties do not extend to and do not cover defects caused by:

- The connecting of brake wiring to the trailer wiring or trailer wiring to the towing vehicle wiring.
- 2. The attachment of the running gear to the frame.
- 3. Parts not supplied by Dexter.
- 4. Any damage whatsoever caused by or related to any alteration of the axle including welding supplemental brackets to the axle.
- Use of an axle on a unit other than the unit to which it was originally mounted.
- 6. Normal wear and tear.
- 7. Improper alignment.
- Improper installation.
- Unreasonable use (including trailer overloading or improper loading and failure to provide reasonable and necessary maintenance <u>as</u> <u>specified in Dexter's current manuals including required maintenance</u> <u>after "Prolonged Storage"</u>).
- Improper torque values and torqueing of wheel nuts. (The proper torqueing procedure and torque values are contained in Dexter's current manuals).
- 11. Improper or lack of maintenance.
- 12. Cosmetic finish or corrosion.

Limitations

- In all cases, Dexter reserves the right to fully satisfy its
 obligations under the Limited Warranties by refunding the lesser of
 the original purchase price and the then-current list price of the
 defective axle (or, if the axle has been discontinued, of the most
 nearly comparable current product).
- Dexter reserves the right to furnish for any substitute replacement component or product in the event an axle or any component of the axle is discontinued or is otherwise unavailable.
- 3. These warranties are nontransferable.

General

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY AGAINST INFRINGMENT OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

DEXTER HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF TIME, INCONVENIENCE, LOSS OF USE, TOWING FEES, TELEPHONE CALLS, COST OF MEALS OR LODGING, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation if incidental or consequential damages, so the above exclusion or limitation may not apply to you.

Inquiries regarding these warranties should be sent to:

Dexter Axle Company P.O. Box 250 Elkhart, IN 46515

Note: Current Dexter manuals can be found at www.dexteraxle.com.