



8/3 YEAR LIMITED WARRANTY

Cimarron Trailers, Inc, (**Manufacturer**) warrants to the original purchaser (**the Purchaser**) that the Cimarron Trailer (**the Product**) purchased shall be free of defects in materials and workmanship attributable to Manufacturer, subject to the limitation and exclusions described below. The warranties described below will hereafter be identified as "this Warranty". The term of this Warranty described below begins from the date of the original purchase of product. Manufacturer warrants that the particular components of its trailer product will be free from defects in materials and workmanship for the warranty period specified below corresponding to the particular component. Manufacturer's determination of whether the Product has been abused or misused by the Purchaser is final and binding on Purchaser regarding Purchaser's right under this warranty.

TO ACTIVATE THIS WARRANTY, this warranty shall be signed by Dealer and Original Purchaser and mailed to Cimarron Trailers, Inc., Warranty Department, PO Box B, Chickasha, OK 73023 within thirty (30) days of date of purchase. IF THIS SIGNED WARRANTY IS NOT POST MARKED BY THE THIRTIETH DAY AFTER PURCHASE, ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED SHALL BE NULL AND VOID.

Structural - 8 years recreational; 1 year commercial. Manufacturer warrants that the structural components of the trailer main frame assembly, consisting of the bottom rails, floor cross members, side posts, side and roof rail extrusions, hitch and sub frame only, will be free of defects in materials and workmanship attributable to Manufacturer for eight (8) years from the date of original purchase. If Manufacturer's trailer product is used for a commercial purpose, Manufacturer warrants that the structural components of the trailer main frame assembly shall be free from defects in materials and workmanship attributable to Manufacturer for one (1) year from the date of original purchase.

Body and Hardware - 3 years recreational; 1 year commercial Manufacturer warrants that the non-structural trailer components, including without limitation the manufactured doors, hinges, gates, divider parts, attachments, and any options manufactured by Manufacturer (all of the foregoing being referred to as "Body and Hardware") will be free of defects in materials and workmanship attributable to Manufacturer for three (3) years from the date of original purchase if Manufacturer's trailer product is used for ordinary, normal and proper recreational use. If Manufacturer's trailer product is used for a commercial purpose, Manufacturer warrants that the Body and Hardware shall be free from defects in materials and workmanship attributable to Manufacturer for one (1) year from the date of original purchase.

Sealants - 1 year. Manufacturer warrants that a trailer's roof sealants and caulking will be free of defects in material and workmanship attributable to Manufacturer one (1) year from the date of original purchase. After one (1) year, sealants and caulking are a maintenance item.

Other Manufacturers' Warranties. Manufacturer passes through to the purchaser all warranties from all third party manufacturers for all products, attachments, and parts manufactured by those third-parties and incorporated into or attached to Manufacturer's trailer products. Purchaser is directed to the warranty information supplied by the other manufacturer that accompanies purchaser's trailer for the description of their warranty, the time period and any exclusions to their warranties. Items manufactured by third parties that are sold as part of your trailer include but are not limited to: Living Quarter packages and all related components, roof material, axles, axle components, tow in and tow out on axles, camber on axles, tires, rims, air conditioners, generators, awnings, electrical jacks, landing gear, couplers, batteries, and ramp door springs.

Warranty Exclusions. This warranty excludes: (1) repair or replacement of items subject to wear and tear or that must be maintained by purchaser due to the stress of normal operations and wear and tear, including but not limited to, bearings, brakes, brake linings, hoses, tires, bearing seals, hinges; (2) defacing, scratching, dents, chips, tears not caused by Manufacturer or damage caused by abuse or misuse of the trailer by man or animal, abuse or misuse of any component parts, by the environment or by acts of God; (3) damage caused by loads in excess of Gross Vehicle Weight Rating stated on the certification plate; (4) paint deterioration due to wear and paint damage from decals, graphics, road elements, improper wash solvents, salt, sand and weather; (5) damage to floor due to failure to maintain properly; (6) damage due to use of aluminum brighteners, etching acids, caustics cleaning agents, fertilizers, cement, etc.; (7) damage caused by improper hitch ball, tow vehicle hook up, or towing with a truck or other vehicle rated higher than two times the GVWR of the trailer (unless the towing vehicle is "air ride" equipped); (8) damages to any tow vehicle wiring; (9) damages caused by failure to check and torque lug nuts properly resulting in any loose lug nuts; (10) damage to contents of any trailer product, regardless of cause.

Warranty Void Due to Unauthorized Repairs and Accessories. THIS WARRANTY WILL BE VOIDED BY ANY REPAIR OR MODIFICATIONS TO THE PRODUCT, OR ADDITION OF PRODUCT ACCESSORIES BY ANYONE OTHER THAN AN APPROVED CIMARRON DEALER. Manufacturer will not be responsible for work performed by anyone other than the Manufacturer.

Limitations of Damages. Manufacturer specifically disclaims any and all liability under this warranty for special, incidental, indirect or consequential damages, which include but are not limited to loss of time, inconvenience, lost profits and/or loss of income, freight costs, delivery costs and postage costs. Manufacturer's total liability under this warranty shall not exceed the cost of the Manufacturer's trailer product.

LIMITATION OF LIABILITY

MANUFACTURER EXCLUDES ALL LIABILITY, WHETHER BASED ON CONTRACT (EXPRESSED OR IMPLIED) TORT, OR PRODUCT LIABILITY, FOR ANY DAMAGES TO PURCHASER OR ANY OTHER PARTY OTHER THAN REPAIR OF ANY DEFECTIVE ITEM AS SET FORTH IN THIS WARRANTY. NOR SHALL MANUFACTURER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR LOSS OF REVENUE, PROFITS, LOSS OF BUSINESS, LOSS OF USE OF PRODUCT, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE OR FAILURE TO THE PRODUCT, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER'S LIABILITY UNDER THIS WARRANTY THEREFORE DOES NOT INCLUDE, AND SPECIFICALLY EXCLUDES, LIABILITY FOR PURCHASER'S HOTEL OR OTHER LODGING, FOOD AND OTHER LIVING OR TRAVEL EXPENSES, AND FUEL EXPENSES. THIS DISCLAIMER OF LIABILITY SHALL NOT BE AFFECTED EVEN IF ANY REMEDY PROVIDED IN WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

DISCLAIMER OF IMPLIED WARRANTIES

MANUFACTURER MAKES NO EXPRESSED OR IMPLIED WARRANTIES OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY. EXCEPT FOR THE EXPRESSED LIMITED WARRANTY SET FORTH HEREIN, THE PRODUCT IS SOLD "AS IS" AND THIS LIMITED WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND REMEDY AND SUPERCEDES ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED AND THE PURCHASER DOES HEREBY RELEASE CIMARRON TRAILER, INC THEREFROM. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH DESCRIPTION, OR NON-INFRINGEMENT IN CONNECTION WITH ANY SALE. THIS LIMITED WARRANTY DOES NOT COVER FAILURE OF THE PRODUCT RESULTING FROM CAUSES OTHER THAN PRODUCT DEFECTS, INCLUDING BUT NOT LIMITED TO IMPROPER MAINTENANCE, IMPROPER USE, OR ANY OTHER SUCH CAUSE. NO ONE INCLUDING AN AUTHORIZED DEALER MAY MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF CIMARRON TRAILERS. THE PURCHASER'S EXCLUSIVE REMEDY SHALL BE THAT SET FORTH ABOVE FOR ANY CLAIM OF LIABILITY UNDER NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. If any provision of this Warranty is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain effective. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury, so the limitations and exclusions above may be limited in their application. When the implied warranties cannot be excluded in their entirety, they will be limited to the duration of the Expressed written terms of this warranty.

DESIGN CHANGES

Manufacturer reserves the right to change the design of its Products from time to time without notice and with no obligation to make corresponding changes in any Products previously manufactured.

LEGAL REMEDIES OF PURCHASER

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. No action to enforce this Warranty shall be effective if it is commenced later than 180 days after discovery of any defect nor shall any action to enforce this Warranty be effective if after the expiration of the Warranty Periods set forth above.

Exclusive Remedy. Purchaser's exclusive remedy for breach of warranty as a result of defects in material and workmanship shall be for Manufacturer to repair or replace, at Manufacturer's sole option, any part or parts of Manufacturer's trailer product that are determined by Manufacturer to be defective in material or workmanship. The only persons authorized to make repairs to Manufacturer's trailer products covered under this warranty are Manufacturer, Manufacturer's authorized factory representative, or a service facility approved in writing by the Manufacturer's Warranty Department prior to any repairs being made. If any other party makes repairs to Manufacturer's trailer products, this warranty is void. Manufacturer's authorized factory representatives (or other service facility approved by Manufacturer) may make repairs or adjustments to a Manufacturer's trailer product only after the Manufacturer has approved in writing each specific repair and adjustment and has agreed in writing to the cost of each specific repair or adjustment to Manufacturer's trailer product. Manufacturer is not responsible for purchaser's freight, transportation, delivery or postage cost incurred in the repair or replacement process.

Procedures for Warranty Claims. Purchaser shall return the trailer to Dealer for inspection within five (5) days after discovering a problem with their trailer. If Dealer cannot repair the problem, a "warranty claim form" should be submitted to Cimarron Trailers, by registered letter or fax within ten (10) days. Cimarron Trailers, Inc will acknowledge receipt of the claim within thirty (30) days of receipt. Defective part(s) must be sent by prepaid freight to Cimarron Trailers, Inc to qualify for replacement. DEFECTIVE PARTS MUST BE RETURNED TO CIMARRON TRAILERS WITHIN THIRTY (30) DAYS FOR DATE OF APPROVAL TO QUALIFY FOR REPLACEMENT. Cimarron Trailers will reimburse claimant for adjustment or repair of a Cimarron trailer only if written approval is made by Cimarron Trailers. If authorized repairs are made other than at the factory, Cimarron Trailers, does not warrant that repair/replacement.

Mediation/Arbitration Required. By signing below, Purchaser hereby accepts and agrees that disputes under this Warranty will first be submitted to a certified Mediator, mutually agreed upon by both parties, which mediation shall take place in Grady County, Oklahoma. Each party to any mediation will pay its own fees, costs and expenses, including attorney's fees, and will equally split the mediator's fees and administrative fees of mediation; and the parties further accept and understand that disputes not resolved by mediation will be settled by neutral, binding arbitration in Grady County, Oklahoma, in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each part to any arbitration (or litigation to enforce the arbitration provision of this Warranty or an arbitration award) will pay its own fees, costs and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

THIS WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA. THE PURCHASER WAIVES ANY OBJECTION TO AND FURTHER SUBMITS TO THE JURISDICTION AND VENUE OF GRADY COUNTY, OKLAHOMA FOR ANY AND ALL JUDICIAL ACTIONS OR PROCEEDINGS TO ENFORCE OR DEFEND ANY MEDIATION AGREEMENT OR ARBITRATION AGREEMENT REFERENCED ABOVE, OR TO ENFORCE THE ARBITRATION PROVISION OF THIS WARRANTY.

The undersigned Dealer, hereby certifies that he/she has explained the limited warranty and claims procedures to the Original Purchaser and will perform all responsibilities of Dealer.

By signing this Manufacturer's Limited Warranty, THE PURCHASER ACKNOWLEDGES THAT HE OR SHE HAS READ THE ABOVE LIMITED WARRANTY AND AGREES THAT, SHOULD ANY WARRANTY CLAIMS BE MADE, PURCHASER WILL FOLLOW THE PROCEDURES AS SET FORTH ABOVE.

Dealer Signature Dealership

Product Purchased VIN of Product Purchase Date

Purchaser Name (Printed) Purchaser Signature

Purchaser's Address City State Zip

Telephone # Email Address