



2122 Broxton Road Douglas, GA 31533  
Tel: 912.393.1010 / Fax: 912.393.1006

### **LIMITED WARRANTY**

**TWO YEAR LIMITED WARRANTY ON STRUCTURE:** Subject to the requirements, exclusions and limitations stated below, Cynergy Cargo, LLC ("Cynergy Cargo") warrants that the Structure of each Cynergy Cargo enclosed cargo trailer operated by the original retail purchaser under normal use in the Continental United States will be free from defects in workmanship and materials for a period of two (2) years from the date of purchase. "Structure" shall be defined as that portion of the trailer which includes the main frame, consisting of the bottom rails, cross members, side posts and exterior walls, roof rails and bows, and the sub frame, excluding the floor boards and running gear.

**ONE YEAR LIMITED WARRANTY ON COMPONENTS OTHER THAN STRUCTURE:** Subject to the requirements, exclusions and limitations stated below, Cynergy Cargo warrants that all other components of the Cynergy Cargo enclosed cargo trailer operated by the original retail purchaser under normal use in the Continental United States will be free from defects in workmanship and materials for a period of one (1) year from the date of purchase.

**YOU MUST SEND A SIGNED COPY OF THIS WARRANTY TO:** Cynergy Cargo, LLC. To validate this Limited Warranty, the original copy of this form, signed by the dealer and the original retail purchaser must be postmarked and mailed (NO FAXING OR EMAILING) to Cynergy Cargo, LLC at 2122 Broxton Road Douglas, GA 31533 no later than fifteen (15) days following the original retail purchaser's purchase of the Cynergy Cargo enclosed cargo trailer. FAILURE TO RETURN THE ORIGINAL, SIGNED LIMITED WARRANTY TO THE FACILITY, POSTMARKED BY THE FIFTEENTH DAY AFTER PURCHASE, SHALL RENDER ALL EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY NULL AND VOID.

**45 DAY LIMITED FRAME PAINT WARRANTY:** Cynergy Cargo warrants that the paint finish on the enclosed cargo trailer operated by the original retail purchaser under normal use in the Continental United States will be consistent with industry standards for forty five (45) days after the date of original retail purchase; however, this limited warranty shall not apply to deterioration due to use or exposure such as chipping, tears, scratching, fading, cracks in caulk seams, road salt or tar, damage by animals or pressure washing. The repairs that fall within this limited warranty for paint are strictly limited to spot repairs and blending consistent with the industry standards of the enclosed trailer industry.

**BLACKOUT, WHITEOUT, REDOUT PACKAGES, SCREWLESS & SEMI SCREWLESS, ARE NOT COVERED UNDER THIS WARRANTY.**

**EXCLUSION OF COMPONENTS WARRANTED BY OTHER MANUFACTURERS:** Tires, axles, brake components, springs, suspension components, couplers, jacks, castors, mats, batteries, windows and doors purchased and installed by Cynergy Cargo are warranted by their respective manufacturers and are expressly excluded from this Limited Warranty.

**EXCLUSION OF LIVING QUARTERS & INSTALLATIONS OR ALTERATIONS BY OTHER PERSONS:** Cynergy Cargo manufactures some trailers into which other persons or companies that are

not affiliated with, or that are not employees, representatives or agents of, Cynergy Cargo install living quarters and/or other interior or exterior features or modifications. This Limited Warranty extends only to materials used or workmanship performed by Cynergy Cargo in the construction of the original trailer, subject to all limitations and exclusions set forth herein. Cynergy Cargo, LLC EXPRESSLY DISCLAIMS AND EXCLUDES ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIALS OR WORKMANSHIP IN ANY ITEMS INSTALLED INTO OR UPON CYNERGY CARGO PRODUCTS BY ANY OTHER PERSON OR COMPANY, INCLUDING ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING THEREFROM.

**NORMAL USE, NO REPAIRS OR ALTERATIONS:** This Limited Warranty covers only defects in original components which arise from normal use. This Limited Warranty DOES NOT APPLY if the trailer has been subjected to negligence, accident, abuse, misuse, neglect or overload or if the trailer has been repaired or altered without the prior written consent of Cynergy Cargo. Normal wear items, including, but not limited to, doors, struts, lights, bearings, brakes, brake linings, and batteries, will not be replaced due to wear. This Limited Warranty DOES NOT APPLY OR EXTEND to routine maintenance. This Limited Warranty DOES NOT APPLY OR EXTEND to damages caused by the improper use of a hitch ball or towing hook-ups.

**TRANSPORTATION COSTS EXCLUDED:** Transportation of any trailer or defective part(s) to and/or from your dealer, to any approved repair facility and/or to Cynergy Cargo's Facility shall be the sole responsibility of the trailer owner. Cynergy Cargo shall not be liable for any such transportation or freight costs.

**PRIOR WRITTEN CONSENT AND RETURN OF DEFECTIVE PARTS REQUIRED:** No reimbursement will be made to any dealer or trailer owner for repairs made without the prior written consent of Cynergy Cargo, LLC.

**OTHER PRODUCTS EXCLUDED:** This Limited Warranty applies exclusively to the enclosed cargo trailer manufactured by Cynergy Cargo. Any other products manufactured by Cynergy Cargo are specifically excluded from this warranty. Authorized repairs do not extend the terms of this Limited Warranty.

#### **LIMITATIONS, DISCLAIMERS AND EXCLUSIONS:**

THE SOLE RESPONSIBILITY OF CYNERGY CARGO UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE PARTS AT THE FACILITY OR, FOR A REASONABLE ALLOWANCE, AT ANOTHER PLACE IF PRIOR WRITTEN AUTHORIZATION IS OBTAINED FROM FCYNERGY CARGO. ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING INCIDENTAL, SPECIAL, 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. UNDER NO CIRCUMSTANCES WILL CYNERGY CARGO BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY), EXCEPT AS OTHERWISE PROVIDED BY O.C.G.A. § 11-2-719(3). NO ONE, INCLUDING AN AUTHORIZED CYNERGY CARGO DEALER, IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF CYNERGY CARGO OR TO MODIFY THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS. CYNERGY CARGO MAKES NO

REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CYNERGY CARGO ENCLOSED CARGO TRAILER(S). CYNERGY CARGO EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE. THIS WARRANTY EXPRESSLY EXCLUDES AND DOES NOT APPLY TO ANY DEFECTS NOT CAUSED BY CYNERGY CARGO, INCLUDING, BUT NOT LIMITED TO, ACCIDENTS OR ABUSE THAT OCCUR WHILE A PRODUCT IS IN THE POSSESSION OF DEALER OR A THIRD PARTY OR DEFECTS THAT RESULT FROM ANY ALTERATIONS MADE TO THE PRODUCT AFTER PURCHASE. ANY UNAUTHORIZED ALTERATION OR MODIFICATION OF A PRODUCT BY DEALER OR DEALER'S AGENT(S), EMPLOYEE(S), REPRESENTATIVE(S), BY THE RETAIL PURCHASER, OR BY ANY THIRD PARTY AFTER DELIVERY SHALL RENDER THIS WARRANTY NULL AND VOID. THIS LIMITED WARRANTY IS NON-TRANSFERRABLE.

**REQUIRED WARRANTY VALIDATION AND CLAIM PROCEDURE:**

To validate this Limited Warranty, the original copy of this form, signed by the dealer and the purchaser, must be mailed to Cynergy Cargo, LLC, 2122 Broxton Road Douglas, GA 31533, postmarked no later than fifteen (15) days following the purchase of the Cynergy Cargo enclosed cargo trailer. IF THIS SIGNED WARRANTY IS NOT POSTMARKED BY THE FIFTEENTH DAY AFTER PURCHASE OF THE TRAILER, ALL EXPRESS WARRANTIES SHALL BE NULL AND VOID, UNLESS PROVIDED OTHERWISE BY APPLICABLE STATE OR FEDERAL LAW.

If the dealer cannot repair the problem and the original retail purchaser would like to make a claim under this Limited Warranty, the original retail purchaser shall notify Cynergy Cargo by sending to Cynergy Cargo, by fax or email, a Limited Warranty Claim Form, together with all required information within fifteen (15) days of the original retail purchaser's discovery of the defect.

Cynergy Cargo will make reasonable efforts to respond to the claim within five (5) business days after receiving same.

If the defect is deemed by Cynergy Cargo to fall under the scope of this Limited Warranty, then the trailer or any defective part(s) thereof, as applicable, must be sent by prepaid freight to Cynergy Cargo's Facility. Upon inspection by an authorized Cynergy Cargo representative, if a defect in workmanship or materials that falls within the scope of the Limited Warranty is found, then Cynergy Cargo, LLC shall elect from the following options, at its sole discretion: (a) repair; (b) replacement; or (c) cash payment in lieu of repair in an amount to be determined by Cynergy Cargo. ANY DEFECTIVE PART MUST BE RETURNED TO Cynergy Cargo Within TEN (10) DAYS OF APPROVAL BY CYNERGY CARGO TO QUALIFY FOR REIMBURSEMENT, SUBJECT TO THE REQUIREMENTS OF APPLICABLE FEDERAL LAW.

Cynergy Cargo will not reimburse any claimant for any adjustment or repair of a Cynergy Cargo enclosed cargo trailer made by a third party unless written approval was received from Cynergy Cargo prior to the adjustment or repair.

If the Cynergy Cargo enclosed cargo trailer or any defective part(s), as applicable, is repaired at Cynergy Cargo's Facility, then Cynergy Cargo will warrant the repair or replacement, as applicable, from one (1) year from the date of the repair or replacement. If the Cynergy Cargo enclosed cargo trailer or any defective part(s), as applicable, must be repaired by a third party or at a location other than Cynergy Cargo's facility then Cynergy Cargo will not warrant such repair work or replacement part(s).

Cynergy Cargo reserves the right not to pay unreasonable costs for replacement or repair of defects in Cynergy Cargo enclosed cargo trailers and may, at its sole discretion, establish a reasonable reimbursement for any authorized work performed under the terms of this Limited Warranty. Cynergy Cargo, LLC Warranty Registration 2122 Broxton Road Douglas, GA 31533

CYNERGY CARGO 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.

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, without application of any conflicts of law principles. In the event of any dispute or litigation involving this Limited Warranty, all such matters shall be resolved exclusively in the state courts of Coffee County, Georgia. The undersigned dealer, by signing this Cynergy Cargo Limited Warranty, states that he/she has informed and explained to the purchaser all limited warranty and claim procedures and will perform all responsibilities of the dealer under this Limited Warranty.

**WARNINGS!**

- \* BE SURE THAT THE HITCH BALL ON ANY TOWING VEHICLE MATCHES THE DIMENSION OF THE TRAILER COUPLER.
- \* BE SURE THAT YOU SECURE ALL SAFETY CHAINS AND BREAK-AWAY BRAKING SYSTEMS BEFORE EACH USE.
- \* BE SURE THAT ALL LUG NUTS ARE TIGHT BEFORE USING.
- \* BE SURE TO CLOSE AND SECURE ALL DOORS AND GATES BEFORE TOWING.
- \*DO NOT EXCEED SPEED OF 55 MPH OR POSTED SPEED WITH TRAILER UNIT. OBEY ALL TRAFFIC LAWS.

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Return Bottom Portion Only

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

Dealer:

Name of Dealer \_\_\_\_\_

Date Purchased \_\_\_\_\_

Purchaser:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

VIN Number \_\_\_\_\_