

MTM Trailer Five Year Limited Warranty

Steel Products

Midwest Trailer Manufacturing LLC (from this point on referred to as MTM) warrants each new trailer manufactured by us to be free from defects in materials and workmanship, provided the trailer warranted hereunder is operated by the purchaser in accordance with general approved practices, with loads that are not abrasive or corrosive in nature or exceeding the manufacturer's rated capacity.

Platform frame structure, body, subframe or frame parts of the equipment found to be defective within the warranty periods shall be repaired or replaced (at MTM's sole discretion as set forth below) at MTM's factory or warranty service centers. The warranty period is five years from the date of delivery of the purchased equipment and MTM shall bear only the portion of cost of repairing or replacing defective parts of the equipment. MTM will not be liable for labor, freight, or down time. Coverage is prorated per basis: 1 year— 100%; 2 years— 90%; 3 years— 60%; 4 years— 40%; 5 years— 20%

Time: The purchaser agrees to return the defective equipment or parts to MTM's factory location, freight prepaid, within ten days after the defective condition is discovered. The purchaser must notify MTM as soon as any defect becomes apparent. MTM must be called within 30 days after delivery of any alignment problem.

Component warranty schedule: Any parts not manufactured by MTM will carry their own warranties and are carried out according to their own individual component warranties. Example: axles, rims, hubs, suspensions, landing gear, wheels, hydraulic cylinders, brakes, valves, airbags, shock absorbers, tarps, and etc. have their own warranties. This warranty does not enlarge upon, expand, or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories.

Paint: 12 month limited warranty on workmanship and material. Surface corrosion caused from stone chips, scratches or reverse impact are not included in the warranty.

This warranty also excludes the following: normal wear, tear and deterioration of the equipment, maintenance items including, but not limited to, light bulbs, brake lining, drums, springs, oil seals, paint and bearings, used equipment sold "as is", equipment that has been repaired, replaced or altered by someone other than MTM.

This sole liability of MTM and exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, on warranties or otherwise shall be limited to the cost of repair or replacement of defective parts herein specified. Further, MTM's maximum liability hereunder arising from any cause whatsoever, including but not limited to breach of contract price of the trailer furnished or parts of repairs made by others. In no event shall MTM be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than MTM.

MTM and purchaser agree that in consideration of the above expressed warranty, all other warranties other than title, either expressed or implied, whether arising under law or equity including warranties of merchantability and fitness for a particular purpose are excluded from the contract, further the foregoing warranty is made solely to the first purchaser from MTM. In the event the trailer is sold and still has remainder warranty left, the new owner may transfer the warranty by registering it with MTM's warranty department in writing.

Consequential damages: Notwithstanding any other provision of this agreement, in no event shall MTM be liable whether arising under contract, tort (including negligence) or otherwise for loss of use of capital or revenue, cost of money, claim of customers, non-operation or increased expense or operation cost of purchase or replacement trailer equipment, loss of anticipated profits, damage to loads or contents of the trailer, transportation expenses due to repairs, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Model _____ VIN _____ Customer Signature _____ Date _____

MTM Trailer Five-Year Limited Warranty

Aluminum Products

MTM Trailer Manufacturing's full Warranty for Aluminum End Dump Trailers is as follows:

Midwest Trailer Manufacturing LLC (hereinafter referred to as MTM) warrants each new aluminum end dump trailer manufactured by us to be free from defects in materials and workmanship, provided the trailer warranted hereunder is operated by the purchaser in accordance with general approved practices, with loads that are not abrasive or corrosive in nature or exceeding the manufacturer's rated capacity. For aluminum trailers, this warranty covers defects in aluminum frame structures, welds, and components, provided the trailer is not exposed to galvanic corrosion, pitting corrosion, stress corrosion cracking, or loads exceeding rated capacity.

Platform frame structure, body, subframe, or frame parts of the equipment found to be defective within the warranty periods shall be repaired or replaced (at MTM's sole discretion as set forth below) at MTM's factory or warranty service centers. The warranty period is five years from the date of delivery of the purchased equipment, and MTM shall bear only the portion of the cost of repairing or replacing defective parts of the equipment. MTM will not be liable for labor, freight, or downtime. Coverage is prorated as follows: Year 1—100%; Year 2—90%; Year 3—60%; Year 4—40%; Year 5—20%.

Final Discretion: MTM reserves the sole and final discretion to approve or deny all warranty claims. This includes, but is not limited to, determining whether a defect is covered under this warranty, whether repair or replacement is appropriate, and whether the trailer was operated within the terms of this warranty. MTM's decision on all warranty matters is final.

Warranty Claim Submission: To submit a warranty claim, the purchaser must provide the following documentation to MTM within ten days of discovering the defect:

- A written description of the defect, including the date it was discovered and the circumstances of its occurrence.
- Photographs or videos clearly showing the defective part or condition.
- Proof of purchase, including the trailer's VIN, model, and date of delivery.
- Evidence of compliance with the Aluminum Trailer Maintenance Guide, such as maintenance logs or receipts for liners used with abrasive loads.
- For alignment issues, notification must be provided within 30 days of delivery, accompanied by a written report and photographic evidence. Failure to provide complete and accurate documentation may result in denial of the claim. All defective parts must be returned to MTM's factory location, freight prepaid, within ten days of approval of the claim.

Time: The purchaser agrees to notify MTM as soon as any defect becomes apparent and to return the defective equipment or parts to MTM's factory location, freight prepaid, within ten days after the defective condition is discovered. MTM must be called within 30 days after delivery for any alignment problem.

Component Warranty Schedule: Any parts not manufactured by MTM, including but not limited to axles, rims, hubs, suspensions, landing gear, wheels, hydraulic cylinders, brakes, valves, airbags, shock absorbers, and tarps, carry their own warranties as provided by their respective manufacturers. Component warranties are void if steel components cause galvanic corrosion due to improper installation or maintenance. This warranty does not enlarge upon, expand, or alter in any way the warranties provided by the manufacturers and suppliers of component parts and accessories.

Paint: A 12-month limited warranty applies to workmanship and materials for painted steel parts on the aluminum trailer. Surface corrosion caused by stone chips, scratches, or reverse impact is not covered. For unpainted aluminum surfaces, no paint warranty applies, as aluminum is typically unpainted unless specified. Any anodized or coated aluminum surfaces are warranted for 12 months against defects in application or materials, excluding damage from external impacts or abrasives.

Maintenance Requirements: The purchaser must follow aluminum-specific maintenance practices as outlined in the Aluminum Trailer Maintenance Guide provided by MTM, including but not limited to:

- Regular cleaning to prevent pitting corrosion from chloride exposure or trapped debris.
- Avoiding contact with steel tools or components without proper isolation to prevent galvanic corrosion.
- Using appropriate liners when hauling abrasive materials to protect aluminum surfaces.
- Ensuring loads are evenly distributed to minimize cyclic stress and fatigue.
- Avoiding exposure to excessive heat (e.g., hot asphalt) or improper repair methods involving heat (e.g., welding without proper precautions). **FAILURE to adhere to these recommendations voids warranty coverage.**

Exclusions: This warranty excludes the following:

- Normal wear, tear, and deterioration, including but not limited to surface scratches, abrasions, gouging, or dents in aluminum caused by material handling, impacts, or operational mishandling.
- Maintenance items, including but not limited to light bulbs, brake linings, drums, springs, oil seals, paint on steel components, and bearings.
- Fatigue cracking due to overloading, improper load distribution, or excessive cyclic stress.

- Pitting corrosion caused by environmental exposure (e.g., road salt, coastal conditions) or failure to clean the trailer regularly.
- Stress corrosion cracking caused by exposure to corrosive environments or improper operation.
- Thermal damage from excessive heat exposure (e.g., hauling hot materials) or improper repair methods involving heat.
- Damage to welds caused by misuse, overloading, or repairs not performed by MTM.
- Used equipment sold “as is.”
- Equipment that has been repaired, replaced, or altered by someone other than MTM.

The sole liability of MTM and exclusive remedy of the purchaser arising out of the manufacture, sale, or use of the equipment provided hereunder, on warranties or otherwise, shall be limited to the cost of repair or replacement of defective parts as herein specified. MTM’s maximum liability hereunder, arising from any cause whatsoever, including but not limited to breach of contract, shall not exceed the contract price of the trailer furnished or parts repaired by others. In no event shall MTM be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than MTM.

MTM and purchaser agree that, in consideration of the above expressed warranty, all other warranties other than title, either expressed or implied, whether arising under law or equity, including warranties of merchantability and fitness for a particular purpose, are excluded from the contract. Further, the foregoing warranty is made solely to the first purchaser from MTM.

Consequential Damages: Notwithstanding any other provision of this agreement, in no event shall MTM be liable, whether arising under contract, tort (including negligence), or otherwise, for loss of use of capital or revenue, cost of money, claims of customers, non-operation or increased expense of operation, cost of purchase or replacement trailer equipment, loss of anticipated profits, damage to loads or contents of the trailer, transportation expenses due to repairs, or for any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

Material: Aluminum (with painted steel components)

Model: _____

VIN: _____

Customer Signature: _____

Date: _____

Acknowledgment: The purchaser acknowledges receipt of the Aluminum Trailer Maintenance Guide, and failure to follow its recommendations voids warranty coverage.