



404 COUNTY ROAD 50 AVON, MN 56310 • PHONE: 877-356-2407 TOLL FREE • FAX: 320-356-2440 • WWW.MIDSOTAMFG.COM

WARRANTY

Midsota Manufacturing, Inc. 404 Co Rd 50 Avon MN 56310, Warrants that each **Midsota Series** trailer operated by the original purchaser under normal use in the Continental United States and Canada will be free from defects in material and workmanship for a period of five (5) years from the date of purchase. Providing the trailer is not rented or used for commercial hauling, in which case this Warranty is valid for only 1 year. Midsota Manufacturing, Inc. warrants that each **NOVA Series** trailer operated by the original purchaser under normal use in the Continental United States and Canada will be free from defects in material and workmanship for a period of one (1) year from the date of purchase. Providing the trailer is not rented or used for commercial hauling, in which case this Warranty is null and void.

Subject to the requirements, exclusions and limitations stated below, Midsota Manufacturing, Inc. will correct any defects in materials and Workmanship which Midsota Manufacturing, Inc. is informed of within the stated one year period.

1) **Original Purchaser:** This Warranty is extended to the original retail purchaser only, and is terminated upon sale, assignment, or other transfer of the trailer by the original purchaser.

2) **Warranty Registration:** To validate this warranty, the dated invoice included in your owner's packet, must be retained and presented to your dealer or an authorized dealer of Midsota Manufacturing, Inc.

3) **Specific Exclusion:** THIS WARRANTY SPECIFICALLY EXCLUDES THE FOLLOWING PARTS AND EQUIPMENT ON MIDSOTA MANUFACTURING, INC.:

- a. Tires, rims and tubes are warranted by their individual manufacturers.
- b. Axles, brakes and brake components, are warranted by their individual manufacturers.
- c. Trailer hitch, hitch components, jacks and casters are warranted by their individual manufacturers.
- d. Hydraulic pump, hoist and their components are warranted by their individual manufacturers.

4) **Normal Use:** This 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, alteration or overload or has been repaired without prior written authorization from Midsota Manufacturing, Inc.

5) **Prior Written Consent:** Any repairs made other than at the Midsota Manufacturing, Inc. factory must be authorized by Midsota Manufacturing, Inc. in writing. No reimbursement will be made to any dealer or owner for repairs made without prior written consent of Midsota Manufacturing, Inc.

6) **Required Procedure:** In order to speed the correction of any problem covered by this Warranty, the following procedures must be followed:

a. To validate the warranty, you must retain a copy of your dated invoice and present it to an authorized dealer of Midsota Manufacturing, Inc.

b. Within five (5) days after discovering a problem, return your trailer to your Midsota Manufacturing, Inc. dealer for inspection. Dealers are responsible for fixing minor problems without charge to you or to the factory. This is your best and fastest remedy for small problems.

c. If your local dealer cannot repair the problem, and you wish to make a claim under this Warranty, bring your trailer to the Midsota Manufacturing, Inc. factory for inspection. If you cannot come to the factory, you must notify Midsota Manufacturing, Inc. by registered letter within ten (10) days after discovering the defect. Include your name, address, home and work phone numbers, a complete description of the problem, the serial number of your trailer, the location of the trailer, the name of the dealer you bought your trailer from, and photographs which clearly show the problem.

d. Midsota Manufacturing, Inc. will contact you within three (3) working days after receipt of your letter and photos. Corrective action, if required, will be completed within sixty (60) days from this contact.

e. Midsota Manufacturing, Inc. shall not reimburse purchaser for any repairs or adjustments of a Midsota Manufacturing, Inc. trailer without **prior written approval by Midsota Manufacturing, Inc.**

f. If you return your trailer for repair at the Midsota Manufacturing, Inc. factory, we will warrant the repair or replacement parts for a year from the date of repair. If authorized repair must be done other than at the Midsota Manufacturing, Inc. factory, Midsota Manufacturing, Inc. will not warrant such repair work or replacement parts.

7) **LIMITATIONS:** THE SOLE RESPONSIBILITY OF MIDSOTA MANUFACTURING, INC., UNDER THIS WARRANTY, SHALL BE TO REPAIR AND REPLACE PARTS AT THE MIDSOTA MANUFACTURING, INC. FACTORY OR AT A PLACE APPROVED IN WRITING BY MIDSOTA MANUFACTURING, INC. MIDSOTA MANUFACTURING, INC. SHALL NOT BE HELD LIABLE FOR ANY COST OF TRANSPORTATION OF THE TRAILER TO OR FROM THE PLACE OF REPAIR, NOR FOR ANY DAMAGES RESULTING FROM THE LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COMMERCIAL LOSS OR ANY OTHER TYPE OF DAMAGES, GENERAL OR SPECIFIC, FORESEEN, CONSEQUENTIAL OR INCIDENTAL, UNLESS APPLICABLE STATE LAW PROVIDES OTHERWISE.

8) **DISCLAIMER:** MIDSOTA MANUFACTURING, INC. MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO MIDSOTA MANUFACTURING, INC., WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. NO ONE, INCLUDING AN AUTHORIZED MIDSOTA MANUFACTURING, INC. DEALER, IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF MIDSOTA MANUFACTURING, INC.

9) **DISCLAIMER:** ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED USE ARE LIMITED TO WARRANTY PERIODS STATED ABOVE, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.