

BIGHORN TRAILER WARRANTY

WARRANTY TERMS

Subject to the exclusions and limitations below, BIGHORN MANUFACTURING, LLC (hereinafter "Bighorn") warrant each new trailer Bighorn manufactures ("Product") to be free from defects in material and workmanship, operated under normal use and service in the continental United States. The trailer warranted hereunder must be operated by the purchaser in accordance with practice approved by Bighorn, with loads not exceeding the manufacture's rated capacities and subject to all terms and conditions of this Limited Warranty. The warranty start date is one year from date of shipment to the dealer or end user purchase date, whichever comes first. During the Limited Warranty period, any defect in material and workmanship on any product not excluded below shall be repaired or replaced at Bighorn's option by a Bighorn authorized representative or approved repair facility only. Bighorn will pay for replacement parts and such approved shop labor in accordance with Bighorn's labor reimbursement policy outlined below. Bighorn reserves the right to supply remanufactured replacement parts as it deems appropriate. Bighorn reserves the right, in lieu of the repair and replacement obligations set forth in this Limited Warranty, to refund the purchase price for the Product. Such right shall be exercised in Bighorn's sole discretion. If Bighorn elects to refund the purchase price, you agree to deliver to Bighorn the Product prior to receipt of such refund. This Limited Warranty is your exclusive remedy, and applies to new Product only purchased in the United States which is accompanied by this written Limited Warranty and for which a completed warranty registration card has been received by Bighorn within 30 days after purchase of the Product.

WARRANTY COVERAGE

Three Year Structural - Limited Warranty

The Bighorn Limited Warranty warrants the structure to be free of defects in material and workmanship, under normal use and service for a period of three (3) years after the warranty start date. This (3) year Limited Warranty is on the structure only and is limited to the main frame, cross members, railings and sub-frame ONLY.

Two Year Comprehensive - Limited Warranty

The Bighorn Limited Warranty warrants every component to be free of defects in material and workmanship, under normal use and service for a period of two (2) years after the warranty start date.

Non-Bighorn Components

Items not of Bighorn manufacture including but not limited to the chassis, crane, welder, hydraulic and tool drawer packages, and electronic components (which are the responsibility of the components manufacturer). Bighorn will act responsibly to facilitate the repair or replacement of such parts by such component's manufacturer. Costs incurred by Bighorn for repair or replacement parts or items not of Bighorn's manufacture will be invoiced to you. To be considered warranty, the failed part must be returned, at the discretion of Bighorn, to Bighorn or the manufacturer of the part within thirty (30) calendar days. The part will be evaluated and if warranty is approved by the manufacturer, a credit or replacement part may be

issued to the customer. If the failed part is not returned to Bighorn or the manufacturer of the part within thirty (30) calendar days, the customer will be charged the full price of all replacement parts plus applicable shipping costs.

Parts Warranty

Parts replaced in the warranty period will be subject to the balance of this two (2) year Limited Warranty, but replacement will not in any way extend this Limited Warranty. Replacement parts after the warranty period shall be subject to Bighorn's then standard parts warranty.

Standard part purchases made through the Bighorn Parts Department are not covered under the Limited Warranty associated with a trailer purchase. A part purchased through the Bighorn Parts Department shall only be covered by the warranty offered by the manufacture of said parts.

Bighorn's Labor Reimbursement Policy

Bighorn will, in its sole discretion consider labor reimbursement during the defined warranty period provided that the repair is pre-approved. Labor amounts will be determined from the flat rate shop manual or authorized contract rate. It is your responsibility to contact the Warranty Department to verify your labor rate. All warranty work must be pre-authorized by Bighorn's Warranty Department. Failure to do so will result in no warranty payment or replacement of parts.

Shipping Costs

Bighorn will pay for shipping of warranty parts by ground carrier. Expedited freight delivery is available at the expense of the owner. Shipping for the return of parts for warranty consideration will be at the owner's expense but will be reimbursed if the parts in question are deemed defective by Bighorn or by the manufacturer of the part and legible copy of the invoice is provided.

Retail Purchaser Responsibility

This Limited Warranty requires that you provide both required and recommended maintenance and repair and obtain periodic inspections of the Product (including bodies and accessories) as indicated in the Operator's Manual furnished with each Product or otherwise specified by Bighorn in writing. The cost of required recommended maintenance and repair and obtain periodic inspections is solely your responsibility. You are required to keep documented evidence that these services were performed. The Bighorn's Limited warranty may be subject to cancellation if the above requirements are not performed.

Warranty Claim Procedure

1. Within five (5) days after discovering a problem with your Bighorn trailer, return your trailer for inspection to your dealer where you bought your trailer.
2. If your dealer cannot repair the problem free of charge and you want to file a claim under this warranty, your local dealer must send to Bighorn Trailers a warranty claim form, together with all the required information within ten (10) days of the discovery of your defect

Exclusions

This Limited warranty shall not apply to:

1. Any defect in the Product which was caused (in Bighorn's sole judgment) by other than normal use and service of the body or accessory or by any of the following:
 - Accidents including but not limited to collision
 - Improper operation, abnormal usage, misuse or negligence
 - Overloading
 - Failure to provide routine maintenance and repair service and failure to provide any other reasonable and proper maintenance and repair
 - Improper repair or installation
 - Unsuitable storage
 - Repairs, alterations or modification including the installation of accessories, not made or installed by Bighorn or authorized representative or approved repair facility.
 - Accidents, chemicals, acts of God, and any other acts which are not the fault of Bighorn
 - Vandalism
2. Any Product (including anybody or accessory) whose identification numbers or marks have been altered or removed.
3. Any component of the Product (including body or accessory) which any of the required or recommended periodic inspection or services have been performed using parts not manufactured or supplied by Bighorn meeting Bighorn specification or installed as specified by Bighorn.
4. Products (including bodies or accessories) for which you have failed to deliver the warranty registration card to Bighorn within thirty (30) days from the date of delivery of the Product.
5. Any defect which was caused (in Bighorn's sole judgment) by operation of the body or accessory not abiding by standard operating procedures outlined in the Operators Manual.
6. Transportation costs, if any, of transporting the Product or any component to an approved repair facility.
7. Diagnostic and overtime premiums.
8. Depreciation caused by normal wear, lack of reasonable maintenance, failure to follow operating instructions, misuse, or lack of proper protection during storage.
9. Any installation of a Product on chassis other than original factory installation.
10. Damage to paint resulting from deterioration due to wear or exposure, misuse, chipping, scratching, deterioration or damage from road elements, such as magnesium chloride (liquid salt), sand, improper wash solvents, and / or weather conditions. Paint carries a 2-year pro-rated warranty.
11. Damage caused by loose nuts, bolts or screws including improperly torqued wheel lug nuts.
12. Any trailer utilized as a rental unit or as part of a rental combination with rental equipment.
13. Warped lumber, faded lumber and cracking of flooring 180 days from date of manufacture.

14. Parts and accessories which are not defective but may wear out and have to be replaced during the warranty period, including, but not limited to normal wear items, light bulbs, paint, brake lining, brake drums, tires, decking and the like.

15. Tires will be covered by the Manufacture of the tires.

Limitation of Warranties

Except for the warranties expressly and specifically made herein, Bighorn makes no other warranties, and any possible liability of Bighorn hereinafter is in lieu of all other warranties, expressed, implied, or statutory including but not limited to any warranties of merchantability or fitness for particular purpose. Bighorn reserves the right to modify, alter, and improve any product previously sold without incurring any obligation to replace any product previously sold without such modification. No person is authorized to give any other warranty or assume any additional obligation on Bighorn's behalf.

This repair, replacement, or refund as provided under the Limited Warranty is your exclusive remedy, and is provided in lieu of all other warranties, expressed or implied, in no event shall Bighorn be liable, whether in contract or tort (including negligence) for damages in excess of the purchase price of the product, accessory or software, or any indirect incidental, special or consequential damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, software or applications or other financial loss arising out of or in connection with the ability or inability to use the products, to the full extent these damages may be disclaimed by law.

Disputes Under This Limited Warranty

Any and all disputes and claims of any kind and nature whatsoever arising under this Limited Warranty shall be handled as provided in any agreement of purchase and sale for the Product. If such agreement does not include an express provision relating to the handling of disputes and claims, then the following terms shall apply to this Limited Warranty: This Limited Warranty shall be deemed to have been made in the State of Texas (without regard to the conflict of law principals of the State), including all matters of construction, validity and performance regardless of the location of the Product.

You expressly waive any and all right to jury trial regarding any dispute hereunder. You hereby irrevocably submit to the exclusive jurisdiction and venue of courts sitting in Harris County, Texas, You hereby irrevocably waive, and hereby agree not to assert by way or motion, defense, or otherwise, any claim that you are not subject personally to the jurisdiction of such courts, that the Product or any other property of yours is exempt or immune from attachment or execution, that any action brought under this Limited Warranty is brought in an inconvenient forum, that the venue of the action is improper or that this Limited Warranty cannot be enforced by any such courts.