



## WARRANTY AGREEMENT

This is a legal contract between the original owner, Stargate Manufacturing Ltd., and the retailing Stargate authorized representative or dealership.

<b>1 YEAR BUMPER TO BUMPER</b>	Except for exclusions specified below, Stargate (2020) Ltd. warrants that the specified Stargate equipment herein will be free from defects in material and workmanship, <u>under normal use and service</u> , for the period of the first 12 months of regular service post the <i>date-in-service</i> . This warranty extends only to the original first owner. It is not transferable and applies only to OEM installed components and equipment.
<b>2 YEAR FRAME</b>	Stargate Manufacturing (2020) Ltd. Warrants the trailer frame to be free from defects in materials and workmanship, <u>under normal use and service</u> for a period of 2 years from the <i>date-in-service</i> only to the original owner.
<b>2 YEAR BOX</b>	Stargate Manufacturing (2020) Ltd. Warrants the trailer's fabricated aluminum box to be free from defects in materials and workmanship, <u>under normal use and service</u> for a period of 2 years from the <i>date-in-service</i> only to the original first owner.
<b>3 YEAR PAINT &amp; FINISH</b>	Steel shot blast, commercial/industrial top coat is warranted against defects in materials and workmanship for 3 years from the <b>date of manufacture</b> . Any custom colors are subject to 1 year warranty only. Does not cover against general wear and tear such as stone chips or fade.
<b>SUSPENSION</b>	<p>Hendrickson INTRAAX product holds a 3 year parts warranty on all beams, frame brackets, and bushings. Labour is covered for 1 year only.</p> <p>Hendrickson CONNEXST Steerable-lift axles hold a 5 year parts warranty on beams, 3 year parts warranty on knuckles, and 1 year warranty on kingpins, kingpin bushings, tie rods, and the center lock assembly. Labour is covered for 1 year only.</p> <p>Dexter ISS Steerable-lift axles hold a 5 year parts warranty on all beams, frame brackets, and bushings. Labour is covered for 1 year only.</p>
<b>2 YEAR HOIST</b>	<p>Custom Hoists warrants only products of its manufacture against operational failure caused by defective materials or workmanship which occur during proper and normal use within 24 months from the date of purchase from Custom Hoists Inc. Custom Hoist Inc, reserves the right to determine what is proper and normal use.</p> <p>Hyva Hoists are warranted to be free of workmanship and material defects for a period of two years from the date of original sale.</p>
<b>3 YEAR ABS &amp; BRAKING SYSTEM</b>	Wabco Anti-lock braking system (ABS) holds a 3 year, 300 mile, parts and labour warranty.
<b>7 YEAR LIGHTING</b>	<p>Grote Ultra Blue 7 year warranty on the male pin harness. 10 year warranty on tail lights.</p>

Alignments are not warrantable after the trailer has been in service in excess of 30 days  
Any new or used Stargate equipment sold through any auction (private or public), does not qualify for any Stargate Manufacturing (2020) Ltd. administered or supported warranty coverage whatsoever.

**AT THE SOLE DISCRETION OF STARGATE MANUFACTURING LTD.**



- Your sole exclusive remedy arising from your use of this Stargate equipment is limited to the repair or replacement of any specified defective parts and/or materials. All warranty work is to be performed at an authorized Stargate Warranty Dealer.
- Claims made from far away/remote locations may necessitate advance repair quote submissions from local and capable repair shops/facilities to be prepared for, reviewed by and accepted by Stargate Manufacturing (2020) Ltd., as being the best and most reasonable remedy for a given situation.
- In the event a Stargate trailer is sold to a Rentals or Leasing company the Stargate trailer has the same Stargate warranty as the first purchaser. If the Stargate trailer is sold to an end user after the rental or lease period the remaining Stargate warranty will be transferred to the new owner, providing that there is a new CVI / MVI done and a copy of that document forward to Stargate warranty department to be registered to the new owner. With one exception the Stargate paint warranty will be terminated at the time of transfer. All component warranty will be handled by the Dealer.

#### **EXCLUSIONS FROM STARGATE WARRANTY COVERAGE**

This warranty shall not apply to:

1. Components manufactured by organizations other than Stargate, when independently warranted by that Component Supplier/Manufacturer.
2. Any trailers/units which have been operated in such a manner against the specific instructions or recommendations of Stargate Manufacturing (2020) Ltd., or which have been neglected in regular user maintenance or used in any way deemed inappropriate to the opinion of Stargate Manufacturing (2020) Ltd. consequently adversely affecting the intended performance levels.
3. Any trailers / units to which affected original parts have been removed or altered, or had user "custom" alterations made, without the express written consent and approval of Stargate Manufacturing (2020) Ltd.
4. Normal required regular maintenance, adjustment(s), and service.
5. Stargate Products operated with cargo(s) / payload(s) exceeding the rated unit capacity.
6. Any/all freight and transportation costs associated with any warranty claim(s) to Stargate.

#### **STARGATE WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY**

Stargate Manufacturing (2020) Ltd. and the authorized dealer offer no other warranties – expressed or implied. It is agreed that neither Stargate, nor the dealer shall be liable for any incidental or consequential damages (including, but not limited to the loss of income, damage to vehicle(s) / equipment, attachments, trucks and cargo, towing expenses, attorney's fees, and the liability you may have in respect to any other person / party).

#### **TIME LIMIT ON COMMENCING LEGAL ACTION**

It is agreed that you have one (1) year from the accrual of the cause of action to commence any legal action, arising from the purchase or use of the specified Stargate Manufacturing (2020) Ltd. equipment or be barred forever. To the extent any provision of this warranty contravenes the law of an affected local legal jurisdiction such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected thereby.



On the date of sale, I have read the complete Stargate Warranty Agreement and understand its terms and conditions and acknowledge receipt of my copy of this agreement.

(Please print clearly or type)

**TRAILER INFORMATION:**

Date of sale \_\_\_\_\_  
                   DD / MM / YYYY

Stargate Trailer Serial Number (VIN)  
 \_\_\_\_\_

Stargate Model Type  
 \_\_\_\_\_

Date of delivery \_\_\_\_\_  
                   DD / MM / YYYY

**DEALERSHIP INFORMATION:**

Dealership Name  
 \_\_\_\_\_

Address  
                   Street Number Street Name  
 \_\_\_\_\_  
                   City Province  
 \_\_\_\_\_

Postal / Zip Code  
 \_\_\_\_\_

Dealer Sales Rep Name  
 \_\_\_\_\_

**FIRST PURCHASER INFORMATION:**

Company Name  
 \_\_\_\_\_

Complete shipping address  
                   Street Number Street Name  
 \_\_\_\_\_  
                   City Province  
 \_\_\_\_\_

Postal / Zip Code  
 \_\_\_\_\_

**PURCHASER'S PRIMARY CONTACT:**  
 (necessary for Warranty Administration)

Name  
 \_\_\_\_\_

Title/Position  
 \_\_\_\_\_

Email Address  
 \_\_\_\_\_

Phone Number  
                   ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Signature  
 \_\_\_\_\_  
 X

**THE FOLLOWING ITEMS ARE TO BE PERFORMED BY THE DEALER  
 AT THE TIME OF VEHICLE DELIVERY**

Customer is to review and sign-off on each item as verification it was performed.

	Completed the Stargate Warranty Registration Form		Explain required maintenance program to the customer.
	Review Operation and Service Manual with the customer.		Explain the Stargate Warranty to the customer.
	Explain and demonstrate the vehicle and accessory operation to the Customer.		Present completed warranty registration copy to the customer and forward a copy to the Stargate Warranty Department.

**Stargate Manufacturing (2020) Ltd. Warranty Department**

warranty@stargatetrailers.ca

fax: (905) 636-7888