



## **2011 Model Year Industrial/Utility Trailer Warranty**

### **6.1 Structural Coverage**

Stellar Holdings, Inc. d/b/a Kiefer Manufacturing Inc., hereinafter referred to as “Kiefer” or “Kiefer Manufacturing” expressly warrants to you, the original purchaser of a Kiefer industrial/utility trailer, that on the date of purchase by you, the product was free from defects in the composition of material and workmanship. This warranty covers the main trailer structure, consisting of the mainframe, cross members, and hitch (excluding coupler). Items such as flooring, fenders, fasteners, and replaceable or bolt-on components are not included in the structural warranty. Further exclusions do apply to this structural warranty and those exclusions are detailed in section 6.6 below.

### **6.2 Warranty Duration and Notice Requirements**

This warranty shall not extend beyond that warranty period and will be initiated upon date of sale to the original purchaser, or (18) months after trailer manufacture date, whichever occurs first. In the event of a sale after the (18) month period from manufacturer date, the warranty will be activated at the (18) month date and remaining balance of warranty for listed Coverage will apply from that date forward.

- 5 Year Structural Coverage
- 1 Year Coverage on all other parts manufactured by Kiefer and incorporated in the trailer, such as ramps, electrical components, flooring related, fenders, fasteners, replaceable or bolt-on components, and side, front, or roof components (when applicable)
- 90 Day Paint Coverage against peeling or fading

The original purchaser must provide Kiefer Manufacturing or an authorized Kiefer Dealer prompt notice of all defects. Upon receipt of such notice, Kiefer or the dealer shall promptly and without undue delay notify the original purchaser of their intentions and preferences to effect repair of the trailer. Kiefer suggests that you take the trailer to the dealer where it was purchased, however, any authorized Kiefer industrial products dealer can perform work on your trailer. There is an approval process for warranty repairs; therefore, any repair costs incurred by the original purchaser prior to notification to Kiefer Manufacturing or an authorized dealer may not be covered.

### **6.3 Warranty Transfer**

The basic warranty is non-transferable.

### **6.4 Remedies Available From Kiefer Manufacturing**

In the event of a defect in material or workmanship covered by this warranty, Kiefer Manufacturing, at its sole discretion will:

*-Correct the defective work or replace the defective part on a no-charge basis.*

*-Reimburse the original purchaser by paying a sum not exceeding the price charged by Kiefer Manufacturing for such work.*

*-Kiefer Manufacturing may, at its option, require the defective part or trailer to be returned to the plant for repairs. Any transportation costs to, or from, the dealer, factory or service center for the purpose of inspection or repair of the trailer are the sole responsibility of the trailer owner.*

## **6.5 Remedies Not Available From Kiefer Manufacturing**

The obligations stated in the preceding paragraph are sole exclusive remedies available from Kiefer Manufacturing, in the event a challenge to the warranty should occur. Kiefer will not be liable for any special, incidental, or consequential damages. Kiefer reserves the right to make changes in design or make additions and/or improvements to its product without being obligated to make similar installations or modifications to products covered by the warranty.

## **6.6 What Is Not Covered By This Warranty**

*The following are not covered by this warranty:*

- Transportation costs to, or from, the dealer, factory or service center for the purpose of inspection or repair of the trailer are the sole responsibility of the trailer owner*
- Tires – Any claim on tires must be presented to the tire manufacturer*
- Items not manufactured by Kiefer Manufacturing, including, but not limited to, assembled axles, windows, coupler, jacks, wheels, hinges and trim - If, and to the extent, these items are warranted by the manufacturer or supplier thereof, those warranties shall be made available to the original purchaser*
- Chipping of paint or coatings*
- Deterioration due to wear of items such as, but not limited to, sealants, caulking, vinyl, paint, graphics, brakes, brake linings, bearings, hoses, batteries etc.*
- Modifications, additions, or accessories (not manufactured by Kiefer) added to the trailer after the trailer was shipped from a Kiefer-owned manufacturing facility*
- Damage or loss caused, in whole or in part, by failure to follow or adhere to recommended use and care of the trailer*
- Damage or loss caused, in whole or in part, by cargo transported in the trailer*
- Damage or loss caused, in whole or in part, by failure to check and torque lug nuts properly*
- Damage or loss caused, in whole or in part, by accident, negligence, abuse, misapplication or misuse of the trailer or any of its component parts*
- Damage or loss caused, in whole or in part, by exceeding the GCWR (Gross Combined Weight Rating) of the tow vehicle – includes the combined weight of the tow vehicle, trailer, cargo and passengers and/or exceeding the GVWR (Gross Vehicle Weight Rating) of the trailer.*
- Damage or loss caused, in whole or in part, by prolonged exposure to salt air, road salt, animal excretions, acid rain, industrial fallout, or acts of God or nature that are uncontrollable.*
- Damage to cargo transported in the trailer*

- *Any consequential or incidental damages incurred as a result of any defect, including, but not limited to, loss of time, inconvenience, loss of use of vehicle, incidental damage to animals, trailer, or property, or any fees incurred by the original purchaser relating to a warranty claim.*

**6.7 What Will Void This Warranty**

Misuse of the trailer, structural alterations made to the trailer, overloading or exceeding the weight ratings the trailer, failure to perform normal maintenance to the trailer, and/or performing unauthorized repairs to the trailer will void this warranty.

**6.8 No Other Warranties**

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE ORIGINAL PURCHASER AND KIEFER MANUFACTURING INC, CONCERNING THE ALLOCATION OF THE RISKS OF DAMAGE OR LOSS ARISING FROM COMPONENT DEFECTS. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, AND NO ONE IS AUTHORIZED TO TAKE ANY FURTHER ADDITIONAL WARRANTIES ON BEHALF OF KIEFER INDUSTRIAL. THIS AGREEMENT ALLOCATED THE RISKS OF DAMAGE OR LOSS ARISING FROM PRODUCT DEFECTS BETWEEN KIEFER MANUFACTURING AND THE ORIGINAL PURCHASER, AND BOTH PARTIES RECOGNIZE THIS ALLOCATION.

*Note: A Signed Warranty Card must be on file at Kiefer to validate Warranty. Warranty Card must be completed by the customer and submitted by the dealer within 14 days of Purchase.*

**Warranty Card - Please request that your dealer return this portion to Stellar Holdings Inc. d/b/a Kiefer Manufacturing Inc. to activate the warranty agreement.**

\_\_\_\_\_  
Dealer Signature

\_\_\_\_\_  
Purchaser Name (Please Print)

\_\_\_\_\_  
Purchase Date

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

\_\_\_\_\_  
Sales Person (Please Print)

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Trailer Serial Number

\_\_\_\_\_  
Purchaser's Email Address

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Telephone Number