

**DI-MOND SALES INC.
FIVE YEAR PRO-RATED TRAILER WARRANTY**



1. DI-MOND SALES INC. (DI-MOND) MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS STATED IN THIS WARRANTY (Warranty)
2. DI-MOND' s liability, under the Warranty, shall extend only to the original purchaser (Purchaser) of the trailer (Product) and shall be limited as follows. In the event that the structure proves defective in materials or workmanship within five (5) years following the date of retail delivery to the Purchaser, it shall be repaired or replaced on a pro-rated basis, where the decision to repair or replace will be made by DI-MOND. The five years shall be prorated as follows; 1st year 100%, 2nd year 80%, 3rd year 60%, 4th year 40%, 5th year 20%. DI-MOND shall provide 100% replacement on the remaining components, built by DI-MOND, on the Product for a period of one year (excluding alignment, which is 30 days). The Purchaser shall deliver the trailer, at his own expense to DI-MOND's plant or to a specified agency or place designated by DI-MOND. Repair or replacement, by DI-MOND shall not extend the time period specified in the Warranty. DI-MOND shall have no liability under the warranty unless DI-MOND's Warranty Administrator or 1121 Heritage Road, Burlington, Ontario L7L 4Y1 receives written notice of the defect by the Purchaser within ten (10) days after discovery of the defect.

DI-MOND shall not be liable under this Warranty if damages to the Product were the result of a collision/accident, the Product was subjected to abuse, alteration misuse, or extraordinary usage of any kind, including but not limited to (i) operation at speeds exceeding the applicable posted speed limit (including recommended speeds on curves); (ii) loading the Product beyond the rated loads established by Federal, Provincial, or local laws, statutes, ordinances or regulations; (iii) loading the Product in excess of the gross vehicle weight rating (GVWR) as posted on the vehicle identification plate attached to the Product at the factory; (iv) loading the Product so that any axle weight exceeds the gross axle weight rating (GAWR) listed on the vehicle identification plate or; (v) if the Product or any part of the Product was improperly used, stored, installed, maintained, repaired or operated.

3. DI-MOND makes no warranties whatsoever regarding components, accessories, parts of equipment nor replacements manufactured or supplied by others, including but not limited to tires, axles, suspensions, wheel hubs, rims, brake linings, landing gear, galvanizing. DI-MOND shall provide copies of applicable components, accessories, parts and equipment warranties upon request.
4. DI-MOND makes no warranties whatsoever regarding normal wear and tear of components which would have to be replaced periodically during the warranty period. Such components include, but are not limited to tires, light bulbs, paint, undercoating, brake linings, brake drums, air hoses, air lines and exposed electrical wiring.
5. DI-MOND makes no warranties whatsoever regarding any equipment covered by this warranty which has been repaired or altered by anyone other than DI-MOND or one of its authorized representatives, unless in DI-MOND's opinion such repairs were not the cause of, or contributed to the cause of the reported defect.
6. DI-MOND and the Purchaser agree that DI-MOND shall have no liability for any cargo loss, loss of use, or for any other incidental or consequential damages, including personal injury, arising out of any incident(s) involving the use or utilization of the Product covered under this Warranty.
7. This Warranty is agreed to by the parties to be in lieu of all other warranties, expressed or implied and of all other obligations and liabilities on DI-MOND's parts and DI-MOND neither assumes, nor authorizes any person to assume for DI-MOND, any other liability in connection with the sale, alteration, repair, replacement of the product(s) covered by this warranty.
8. This Warranty is non-transferable. If any provision in this warranty is found to be unenforceable or void as against public policy all the remaining provisions shall remain in full force and effect.

Purchaser: _____ Date: _____ Product VIN: _____

Address: _____