

## 2 YEAR WARRANTY

This warranty is provided in accordance with the terms and conditions under normal conditions of use, against failure of materials and/or manufacture of your trailer for a period of 2 years from the date of purchase (provided payment is made in full) from **Fortress Trailers Limited**. The obligation of this warranty shall be limited to the repair or replacement of any part or parts which in the sole opinion of **Fortress Trailers Limited** are determined to be defective during the warranty period.

This warranty is exclusively between **Fortress Trailers Limited**, and the Original Purchaser of the trailer supplied and is non-transferrable to any other subsequent purchaser and or owner.

### Terms and Conditions of Warranty

#### 1 The Purchaser must:

- 1.1 complete a **12 monthly service check** of the trailer by an appropriate agent and ensure that evidence of this by way of a copy of the receipt is made available to **Fortress Trailers Limited**.
- 1.2 Adhere to the trailer maintenance programme specified *within this warranty*.
- 1.3 Not modify the trailer, or any equipment or components in any way after the date of purchase.
- 1.4 Not use the trailer other than in accordance with the express instructions of **Fortress Trailers Limited**.

#### 2 Exclusions

- 2.1 The warranty does not apply where:
  - 2.1.1 the Purchaser has not complied with their obligations as set out in clause 1.
  - 2.1.2 the trailer has been misused, abused, neglected, overloaded, incorrectly stored, poorly maintained (regular maintenance and care of the trailer including touch up of stone chips or damage to the chassis or body by whatever means is recommended 3 monthly to mitigate damage due to rust);
  - 2.1.3 the trailer has been involved in an accident (including but not limited to flood and or saltwater exposure or exposure to any product causing a chemical reaction to the materials used to build the trailer, for example fertilizer's, cement, caustic chemicals).
  - 2.1.4 any equipment or components have been modified, repaired, or altered in any way.
- 2.2 The warranty does not apply in relation to additional accessories and/or options that are fitted to the trailer and supplied by **Fortress Trailers Limited**. You must rely on the warranty provided by the manufacturer/supplier of the additional accessory. **Fortress Trailers Limited** is not responsible for fulfilling the warranty benefits, terms, and conditions of the manufacturer/supplier of any 3rd party product. This includes but is not limited to first aid kits, fire extinguishers, sound systems, lighting, alarms, or power supply units.
- 2.3 **Fortress Trailers Limited** is not responsible for work performed on options, equipment or components supplied and installed by others.
- 2.4 **Fortress Trailers Limited** will not be obligated in any way to pay for or reimburse payment for any repairs, service or parts required that have not specifically been approved under this warranty by itself.
- 2.5 **Fortress Trailers Limited** will not be liable for, but not limited to, the cost for any charges or expenses including labour, overtime labour, service calls, loss of use, inconvenience, rental of substitute equipment, towing charges, transportation costs or any other commercial costs including consequential loss.
- 2.6 This warranty does not cover damage caused by loose or improperly torqued nuts, incorrect or altered hitch balls, incorrect hitch height, improper hitching, jockey wheels, loose bolts or screws, or damage to any tow vehicle or tow vehicle wiring. It is the responsibility of the owner to ensure correct operation of the trailer and all its components.

#### **Recommended Settings are detailed as follows**

- **Wheel Nut Torque Settings** 115nm
- **Hitch Height** 420 – 450mm so the trailer tows level

- 2.7 This warranty does not cover the replacement of product or parts due to fair wear and tear, nor does it cover the cost of replacement consumables including but not limited to light bulbs, led bulbs, batteries, or tubes, inner tube tyres, tyres, wheel bearings and brake components.
- 2.8 All warranties, conditions, liabilities, and obligations, other than those specified in the warranty are excluded to the fullest extent allowed in law. Where the trailer is being supplied for the purpose of business, the guarantees contained in the Consumer Guarantees Act 1993 do not apply. Nothing in this warranty is to be interpreted as excluding, restricting, or modifying any legislation applicable to the supply of goods and services which cannot be excluded, restricted, or modified.

## 2 YEAR WARRANTY

### 3 Indemnities

- 3.1 The Purchaser indemnifies **Fortress Trailers Limited** against:
  - 3.1.1 any loss incurred through theft of goods from the trailer regardless of whether an alarm is installed and activated or not; and/or
  - 3.1.2 any claims for damage to product, property, or human harm through incorrect use of the trailer and its installed accessories.

### 4 Warranty Claims

- 4.1 All warranty claims must be presented by the Original Purchaser to **Fortress Trailers Limited** within 7 days of the issue being known and approved arrangements for the repairs to be made must be authorised by **Fortress Trailers Limited**.
- 4.2 **Fortress Trailers Limited** at its sole discretion may request repair is completed by an approved third-party supplier.
- 4.3 **Fortress Trailers Limited** reserves the right to replace any parts of the product deemed by itself to be defective with parts and components of similar quality, grade, and composition where an identical part or component is not available
- 4.4 **Fortress Trailers Limited** reserves the right to utilise refurbished parts to replace or repair any defective parts covered by this warranty.
- 4.5 Any warranty claim under this express warranty must be accompanied by the following
  - 4.5.1 Proof of Purchase
  - 4.5.2 Full details of the alleged defect including where possible photos/videos
  - 4.5.3 Any other relevant documentation (i.e maintenance records).
- 4.6 The customer must make the product available to **Fortress Trailers Limited** for inspection and testing within 14 days of contacting **Fortress Trailers Limited** in accordance with this warranty claims procedure. If inspection and testing find no defect in the product, the customer must reimburse **Fortress Trailers Limited** for the costs of service work and testing.
- 4.7 The cost of transportation to or from **Fortress Trailers Limited** or its selected place of inspection is to be covered by the customer.

**Fortress Trailers Limited** makes no express warranties or representations other than as set out in this warranty, the order form or quotation presented to the customer. The repair or replacement of the product or part of the product is the absolute limit of liability of **Fortress Trailers Limited** under this express warranty.

### CONTACT

#### Fortress Trailers Limited

Landscape Lane – Te Awamutu – New Zealand  
(Located in the STIHL SHOP / Hire Centre complex)

**Phone:** 021 981 932

**Email:** matt@fortresstrailers.co.nz

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

**Signed for Fortress Trailers Limited** \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**Signed by Purchaser** \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_