

# 2022/2023 Plā 500 and 700 & 2022/2023 Game Changer/PRO Series Warranty

## **10 YR LIMITED STRUCTURAL WARRANTY**

## **3 YR LIMITED WARRANTY**

## **1 YR LIMITED ELECTRICAL WARRANTY**

Effective July 1, 2023

The Aluminum Trailer Company (ATC) warrants to the original purchaser and any valid transferees that its trailers will be free from defects in materials or workmanship under normal operating conditions as provided in this Limited Warranty. This Limited Warranty shall not be deemed to have failed its essential purpose so long as ATC, or ATC through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. This Limited Warranty is transferable subject to the conditions listed below and is limited to defects in workmanship performed by ATC only.

**The “5 YEAR LIMITED STRUCTURAL WARRANTY” is changed to a “10 YEAR LIMITED STRUCTURAL WARRANTY” for a period of ten (10) years** from the date of original purchase of the trailer from ATC or its authorized dealer.

**The “3 YEAR LIMITED WARRANTY remains a “3 YEAR LIMITED WARRANTY”** and covers any component manufactured by ATC found to be defective in materials or workmanship which are not covered by the 10 Year Limited Structural Warranty or the 1 Year Limited Warranty for a period of three (3) years from the date of original purchase of the trailer from ATC or its authorized dealer.

**The “1 YEAR LIMITED WARRANTY” remains a “1 YEAR LIMITED WARRANTY”** and covers any defect in any electrical work or wiring, and any defect in the sealants, door seals, or window seals, for a period of one (1) year from the date of original purchase of the trailer from ATC or its authorized dealer.

If problems should arise with the screwless exterior, ATC may apply rivets or screws in the walls as a part of our warranty procedure.

## **ADDITIONAL RIGHTS**

The Limited Warranty and this Warranty Addendum give you special legal rights and you may also have other rights, including but not limited to those provided by Magnuson-Moss Warranty Act, 15 USC 2301 et seq as well as other rights, which may vary from state to state.

## **UNINTENDED USES AND PRIOR MODEL YEARS**

If the trailer is used for full time recreational travel, as a residence, or is not of the current or prior model year when the first retail owner takes delivery of the trailer, then the Limited Warranty ends 90 days after the original purchaser takes delivery of the trailer.

ANY CLAIMS AND CAUSES OF ACTION AGAINST ATC ARISING OUT OF THIS LIMITED WARRANTY, PURCHASE OR OPERATION OF THE TRAILER, INCLUDING FOR: BREACH OF THIS 90 DAY LIMITED WARRANTY OR IMPLIED WARRANTIES, REVOCATION OF ACCEPTANCE, AND VIOLATIONS OF STATE CONSUMER PROTECTION AND DECEPTIVE TRADE LAWS MUST BE COMMENCED NOT MORE THAN 1 YEAR AFTER THE 90 DAY WARRANTY ENDS.

#### **PURCHASER'S OBLIGATIONS TO RECEIVE WARRANTY COVERAGE**

Purchaser must submit the Limited Warranty Registration Card within 30 days of purchase of the trailer in order to activate warranty coverage. All warranty repairs must be performed by ATC or an authorized service center. Warranty repair authorization must be given by an ATC Customer Service Representative before a repair is made. Warranty approval or denial is at ATC's discretion. Certain warranty repairs require special training, so not all service centers are authorized to perform all warranty repairs. This means that, depending on the warranty repair needed, the trailer may need to be taken to another authorized dealer or returned to ATC. ATC must receive written notice of any warranty claims from the purchaser prior to the expiration of the duration of the Limited Warranty, and the purchaser must allow ATC an opportunity to resolve the matter. The purchaser must notify ATC of any trailer being repaired by an authorized ATC dealer, which has been at the dealership for fifteen (15) days, or of any claimed defect which was not corrected after one repair attempt.

#### **GENERAL CONDITIONS**

ATC reserves the right to make changes in or additions to trailers built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to other trailers built or sold by ATC. ATC also reserves the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain trailers or trailer populations, at the sole discretion of ATC. The fact that ATC has provided such measures to a particular trailer or trailer population in no way obligates ATC to provide similar accommodations to other owners of similar trailers.

The applicable Limited Warranty to a trailer is the Limited Warranty in effect at the time the trailer was purchased. Non-ATC manufactured parts or components carry their own individual warranty provided by its manufacturer or distributor ("Component Manufacturer"). For additional detail, see section below called "What is not Covered". Such warranties by the Component Manufacturer are hereby assigned to the purchaser, to the extent permitted by the Component Manufacturer.

No person has authority to enlarge, amend or modify this Limited Warranty. The dealer is NOT ATC's agent for this purpose. ATC is not responsible for any undertaking, representation or warranty made by any dealer or others beyond those expressly set forth within this Limited Warranty.

This Limited Warranty does not cover transportation or freight to or from an authorized service center or to ATC for repairs. All transportation and freight charges are the responsibility of the purchaser. ATC is not responsible for living arrangement fees, hotel fees, storage fees, cancellation fees, lost vacation fees, or any other fees associated with this Limited Warranty.

## **TRANSFERABILITY**

This Limited Warranty may be transferred by the first and subsequent purchasers, during the term of any available warranties, subject to the following restrictions: (1) The original purchaser has previously registered the trailer with the ATC Warranty Department; (2) the warranty period for the trailer has not expired and the Limited Warranty is currently active (3) the current owner must sign the Warranty Transfer Card indicating his or her intention to transfer the remaining portion of the Limited Warranty; and (4) the new owner must register the trailer by filing the Warranty Transfer Card with the ATC Warranty Department within thirty (30) days of the sale. ATC reserves the right to reject any warranty transfer request, including those that are incomplete or those involving trailer that has been damaged, neglected, or otherwise previously excluded from warranty.

\*This Limited Warranty will not transfer to any subsequent purchaser of a trailer which has been salvaged and resold or resold after a declaration of a total loss or a constructive total loss, i.e., the cost of repair exceeds the value of the trailer.

## **JURISDICTION AND APPLICABLE LAW**

Forum, Jurisdiction, and Waiver of Jury Trial. The parties hereto agree that any action, claim, counterclaim, crossclaim, controversy, proceeding, or suit (referred to collectively as "Action"), whether at law or at equity, whether sounding in tort, contract, or otherwise, at any time arising under or in connection with this Agreement, the administration, enforcement, or negotiation of this Agreement, or the performance of any obligation with respect to this Agreement, may only be brought in a court of the state of Indiana located in Elkhart County, Indiana. [ , or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Indiana], and each party WAIVES ANY RIGHT each party MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO SUCH FORUM OR VENUE, UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, AND CONSENTS TO RELIEF ORDERED BY SUCH COURTS. THE PARTIES KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION. IN SUCH ACTION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## **WHAT IS NOT COVERED**

This Limited Warranty does not apply to:

1. Component parts not manufactured by ATC are covered by individual Component Manufacturer's warranty and vary by manufacturer, including but not limited to: tires, wheels, batteries, axles, awnings, couplers, generators, furniture, water heaters, electrical components, furnaces, water tanks, fuel tanks, slide outs, hydraulic pumps, jacks, winches, air conditioners, doors, 3M VHB tape, and windows. A list of manufacturers and their contact information can be found at [ATCtrailers.com/warranty](http://ATCtrailers.com/warranty).
2. Special paints, decals, graphics, exterior wraps, or spray liners.
3. Damage or defect of surface coatings, including cracking, crazing, discoloration, air voids, fading or oxidation of gel coat, wood finishes (varnishes, stains, and paints), plastics, trim tape, and plated or painted metal.
4. Any trailer which has been altered or modified from ATC factory specifications.

5. Any trailer initially sold at retail by a party other than an authorized ATC dealer.
6. Any trailer that ATC deems has been overloaded, inappropriately loaded, or used in a manner for which it was not intended or designed.
7. Any unauthorized repair, installation, or aftermarket component products.
8. Any defect or damage caused in whole or in part by an accident or negligence; product abuse or misuse; the environment, road elements, improper wash solvents, sand, salt, acid rain, salt damage, excessive heat/cold or acts of God; insects or animals; failure to properly ventilate or winterize the trailer; condensation and moisture as well as rust and corrosion; mold, fungi, and mildew; failure of the owner to use, maintain, or store the trailer as specified in ATC's owner's manual(s); normal wear and tear; failure to seek and obtain repairs in a timely manner; failure to mitigate damages caused by defects; and any other failure to provide reasonable care and maintenance, including, but not limited to lubricants, sealants, and seals.
9. Any damages or defects caused by the use of heavy-duty dump trucks or similar vehicles to tow the trailer.
10. Any damage or defect caused in whole or in part by improper use or installation of sway bars or load leveling devices. These may cause frame damage and are not covered.

#### **DAMAGE LIMITATIONS**

Neither ATC nor any authorized service center shall be responsible for any incidental or consequential damages; loss of use of the trailer; loss of time, profits or income; inconvenience; commercial or economic loss; or any other consequential or incidental damages.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT BE APPLICABLE.

#### **CANADA LIMITATIONS**

ATC EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, WHERE THE TRAILER IS SOLD IN CANADA. THIS LIMITED WARRANTY IS ONLY VALID IF PURCHASED FROM ONE OF ATC'S CANADIAN DEALERS.

#### **OTHER LIMITATIONS AND DISCLAIMERS**

1. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROVIDED BY ATC ON THE TRAILER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXPRESSLY EXCLUDED.
2. TO THE EXTENT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS IMPLIED BY LAW AND CAN NOT BE DISCLAIMED UNDER APPLICABLE LAW DESPITE THE DISCLAIMER HEREIN, SUCH WARRANTIES SHALL BE LIMITED TO THE DURATION OF THE LIMITED WARRANTY AND TO DEFECTS DISCOVERED AND REPORTED WITHIN THE DURATION OF THE LIMITED WARRANTY.
3. ATC FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, FAILURE TO

WARN OR INSTRUCT, AND ANY OTHER THEORY OF LIABILITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG ANY IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE.

4. IF THE TRAILER HAS BEEN PURCHASED, TITLED, OR REGISTERED IN A BUSINESS NAME OR USED FOR ANY COMMERCIAL OR BUSINESS PURPOSE, ATC DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OTHER IMPLIED WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. IF THE RETAIL OWNER(S) HAS FILED A FEDERAL, STATE OR PROVINCIAL TAX FORM CLAIMING ANY BUSINESS TAX BENEFIT RELATED TO THE TRAILER, IT WILL BE CONCLUSIVELY PRESUMED THAT THE TRAILER WAS USED FOR COMMERCIAL OR BUSINESS PURPOSES.

THIS LIMITED WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS, AND THE OWNER MAY ALSO HAVE OTHER RIGHTS, INCLUDING BUT NOT LIMITED TO THOSE PROVIDED BY MAGNUSON-MOSS WARRANTY ACT, WHICH VARY FROM STATE TO STATE.

For further information regarding this Limited Warranty, please contact your local dealer. A list of dealers can be found at [ATCtrailers.com/find-a-dealer](http://ATCtrailers.com/find-a-dealer).