



CYNERGY CARGO2, LLC
144 Hugh Nutter Rd
Crossett, AR 71635
(870) 364-0146

DUMP TRAILER LIMITED WARRANTY

Warranty Card. To validate this Limited Warranty, a copy of this form signed by the dealer and the original retail purchaser must be sent to Cynergy Cargo2, LLC, 144 Hugh Nutter Rd., Crossett, AR 71635 or by email to warranty.cynergy2@gmail.com. The warranty must be sent no later than FIFTEEN (15) days following the original purchaser's purchase of the Cynergy Cargo2, LLC dump trailer.

FAILURE TO RETURN THE SIGNED WARRANTY CARD TO CYNGERY2 WITHIIN FIFTEEN (15) DAYS OF THE ORGINAL PURCHASER'S PURCHASED DATE SHALL REDER ALL EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY NULL AND VOID.

WARRANTIES

Structure. "Structure" shall be defined as that portion of the trailer which includes the main frame, subframe, crossmembers, hangers and dump box. Subject to the requirements, exclusions and limitations stated below, Cynergy Cargo2, LLC warrants the Structure of each Cynergy Cargo2, LLC dump trailer, by the original owner, under normal use in the Continental United Sates will be free from defects in workmanship for a period of ONE (1) years from the date of purchase.

Components. "Components" shall be defined as that portion of the trailer which includes wiring, lights, couplers, jacks, hoist, battery, remote, caulk, screws, and glue. Subject to the requirements, exclusions and limitations stated below, Cynergy Cargo2, LLC warrants all other components of each Cynergy Cargo2, LLC dump trailer, by the original owner, under normal use in the Continental United Sates will be free from defects in workmanship for a period of SIX (6) MONTHS from the date of purchase.

Frame Paint. "Frame Paint" shall be defined as that portion of the trailer which is painted. Subject to the requirements, exclusions and limitations stated below, Cynergy Cargo2, LLC warrants that the paint finish on each Cynergy Cargo2, LLC dump trailer, by the original owner, under normal use in the Continental United Sates will be consistent with industry standards for NINTY (90) DAYS following the original purchaser's purchase. However, this limited warranty shall not apply to deterioration due to use or exposure such as chipping, tears, scratching, fading, cracks in caulk seams, road salt or tar, damage by animals or pressure washing. The repairs that fall within this limited warranty for paint are strictly limited to spot repairs and blending consistent with industry standards.

EXCLUSIONS

Normal Use. This Limited Warranty covers only defects in original components which arise from normal wear and tear. This Limited Warranty **DOES NOT APPLY if the trailer has been subject to negligence, accident, abuse, misuse, neglect, or overload or if the trailer has been repaired or altered without the prior written consent of Cynergy Cargo2, LLC.** Excluded wear and tear items, including, but not limited to, struts, lights, bearings, breaks, tires, brake linings, and batteries. These items will not be replaced due to normal wear and tear. This Limited Warranty DOES NOT APPLY OR EXTEND to routine maintenance. This Limited Warranty DOES NOT APPLY OR EXTEND to damage caused by the improper use of a hitch ball or towing hook-ups.

Warranty Exclusions. Tires, axles, break components, springs, suspension components, castors, mats, batteries, and any other components which may be covered by another manufacturer's warranty, are expressly exclude form this Limited Warranty and are warranted by their respective manufactures.

Alteration Exclusions. Any alterations, features, or modifications made by any persons or companies that are not affiliated with, or that are not employees, representatives, or agents, of Cynergy2 are excluded from this Limited Warranty. This Limited Warranty extends only to materials used or workmanship performed by Cynergy Cargo2, LLC in the construction of the original dump trailer, subject to all limitations and exclusions set forth herein.

Other Products. This Limited Warranty applies exclusively to dump trailers manufactured by Cynergy Cargo2, LLC. **ALL** other products are excluded from this Limited Warranty. Authorized repairs do not extend the terms of this Limited Warranty.

DISCLAIMERS

CYNERGY CARGO2, LLC, EXPRESSLY DISCLAIMS AND EXCLUDES ANY RESPONSIBILTY OR LIABILITY FOR ANY MATERIALS OR WORKMANSHIP IN ANY ITEMS INSTALLED INTO OR ONTO CYNERGY CARGO2, LLC'S PRODUCTS BY ANY OTHER PERSON OR COMPANY, INCLUDING ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING THEREFORM.

Transportation. Transportation of any dump trailer or defective parts to an authorized dealer or an authorized repair facility, for approved repairs, shall be the sole responsibility of the trailer owner. Transportation of any trailer or defective parts to Cynergy Carog2, LLC, for approved repairs, shall be the sole responsibility of the trailer owner.

Cynergy Cargo shall not be liable for any such transportation or freight costs.

Prior Consent. **NO REIMBURSEMENT** will be made to any owner, dealer, or repair facility, without prior written consent by Cynergy Cargo2, LLC.

ALL REPAIRS MUST BE APPROVED BY CYNGER CARGO2, LLC.

The sole responsibility of Cynergy Cargo 2, LLC, under this Limited Warranty shall be to repair or replace parts at the factory, or at an authorized repair facility, for an approved “outside repair amount.” “Outside repair amount” is defined as an approved amount of monetary funds authorized to be paid by Cynergy Cargo2, LLC, to an authorized repair facility for both material and labor. All repair facilities and outside repairs amounts must be approved by Cynergy Carog2, LLC, before work can be performed or any such repairs shall render all express warranties contained in this Limited Warranty null and void.

All other obligations or liabilities, including incidental, special, or consequential damages or contingent liabilities arising out of the failure of any parts to operate properly, are hereby excluded, including but not limited to, any damages resulting from loss of use, inconvenience, loss of time, and commercial or monetary loss. Under no circumstances will Cynergy Cargo2, LLC, be liable for special, incidental, or consequential damages, whether such damages are sought in contract, tort (including, but not limited to negligence or strict liability) except as provided by law. This Limited Warranty is expressly in lieu of all other express warranties and representations. Cynergy Cargo2, LLC, expressly excludes any disclaims and implied warranties of merchantability or fitness for a particular purpose, application, or use. This Limited Warranty expressly excludes and does not apply to any defects not caused by Cynergy Cargo2, LLC, including, but not limited to accidents or abuse that occur while a product is in the possession of dealers or a third party. This Limited Warranty expressly excludes and does not apply to any defects that result from any alterations made to the product after purchase. Any unauthorized alterations or modifications of a product by dealers or dealer’s agents, employees, representatives, by the retail purchaser, or by any third party after leaving the manufacturer’s facility shall render this warranty null and void.

No one is authorized to make further or additional warranties, on behalf of Cynergy Cargo2, LLC, or to modify this Limited Warranty.

This Limited Warranty is non-transferable.

Authorized Dealers. The undersigned dealer, by signing this Cynergy Cargo2, LLC Limited Warranty, states that they have informed and explained to the purchaser all limited warranty and claim procedures and will perform all responsibilities of the dealer under this Limited Warranty.

CLAIMS

If the original retail purchaser would like to make a claim under this Limited Warranty, please fill out attached Warranty Claim Form by Owner and return it, along with all requested documents to your authorized dealer or directly to Cynergy Cargo2, LLC, 144 Hugh Nutter Rd., Crossett, AR 71635, or by email to the below address:

warranty.cynergy2@gmail.com

Once Cynergy Cargo2, LLC, receives the Warranty Claim form by Owner, with all accompanying documents Cynergy Cargo2, LLC, will determine if the defect falls under the scope of this Limited

Warranty. If Cynergy Cargo2, LLC is unable to determine the cause of the defect the unit will have to be brought to the manufacturing facility, at owners expenses, to be inspected and to determine if the defect falls under the scope of this Limited Warranty.

If the defect is deemed by Cynergy Cargo2, LLC to fall under the scope of this Limited Warranty then the trailer or any defective parts thereof, as applicable, must be brought to Cynergy Carog2, LLC, at the original retail owner's expense, unless otherwise authorized by this Limited Warranty. Cynergy Carog2, LLC, shall elect from the following options at its sole discretion: (a) repair; (b) replacement; (c) cash payment in lieu of repair in an amount to be determined by Cynergy Cargo2, LLC.

ANY DEFENTIVE PART MUST BE RETURNED TO CYNERGY CARGO2, LLC WITHIN TEN (10) DAYS OF APPROVAL TO RECIVE REIMBURSEMENT. Cynergy Cargo2, LLC, will not reimburse any claimant for any adjustments or repairs made by a third party unless written approval was received from Cynergy Cargo2, LLC, prior to the adjustment or repair.

Cynergy Cargo2, LLC warrants all repaired dump trailers and defective parts, repaired at the manufacturing facility, if applicable, for SIX (6) MONTHS from the date of the repair or replacement. Cynergy Cargo2, LLC does not warrant any repairs or replacements made by any outside repair facilities.

Cynergy Cargo2, LLC, reserves the right to not pay any unauthorized costs for replacement or repair of defects in any dump trailers and may, at its discretion, establish a reasonable reimbursement for any authorized work performed under the terms of this Limited Warranty.

CYNERGY CAROG2, LLC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND THER ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THIS LIMITED WARRATNY.

GOVERNED

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Arkansas, without application of any conflicts of law principles. In the event of any dispute or litigation involving the Limited Warranty, all such matters shall be resolved exclusively in the Circuit Court of Ashly County, Arkansas.

By signing this Limited Warranty, the purchaser acknowledges that they are the original owner of the below identified dump trailer, they have read the above Limited Warranty and agrees that, should any warranty claims be made, they will follow the procedures as set forth above.

DUMP TRAILER:

Vin No.: _____

Date Purchased: _____

DEALER:

Dealership's Name: _____

Signature: _____

PURCHASER:

Full Name: _____

Signature: _____

CYNERGY CARGO2, LLC WARRANTY CLAIM FORM

Authorized Dealer Information

Authorized Dealer _____

Have they been contacted Yes ___ No ___

Owner Information

Owners Name: _____

Address: _____ City: _____ State: _____ Zip/Postal: _____

Phone No.: _____ Email: _____

Trailer Vin No.: _____

Date of Purchase: _____

Please submit a copy of the bill of sale to warranty.cynergy2@gmail.com

Service Center Information

Service Center: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email: _____

Warranty Issue

Description of Warranty Issue: _____

Please submit pictures of the damage or warranty issue to warranty.cynergy2@gmail.com