



# FUTURA & SHIFTR<sup>®</sup>

## 2026 LIMITED WARRANTY

### 0. EFFECTIVE DATE

This Limited Warranty applies to all qualifying trailers that are either first sold and registered at retail on or after February 1, 2026; or designated by the Manufacturer as a 2026 or later model year trailer, regardless of retail sale date, until superseded by a subsequent published warranty.

### 1. DEFINITIONS

For the purposes of this Limited Warranty, the following terms shall have the meanings set forth below:

1.1 Original Purchaser: The person or entity who first purchases and registers a new, unused Futura or SHIFTR trailer at retail from an authorized Futura dealer and completes the registration requirements, regardless of model year or production date.

1.2 Commercial Use: The use of the trailer for business, industrial, rental, fleet, or for-hire purposes where the generation of revenue or profit is the primary intent of operation. Incidental revenue generation (e.g., hobbyist racing prize money or incidental transport) shall not constitute Commercial Use for the purposes of this warranty.

1.3 Defect: A significant inadequacy in material or workmanship, existing at the time of delivery, that prevents the trailer from functioning as intended under Normal Use. It does not include cosmetic anomalies or standard wear and tear.

1.4 Normal Use: Operation of the trailer for its intended purpose (transporting vehicles with pneumatic tires) on paved or maintained public roads, within its rated Gross Vehicle Weight Rating (GVWR), and in strict accordance with the Futura Owner's Manual.

1.5 Wear Items: Components of the trailer that are expected to degrade or require replacement through standard operation, including but not limited to tires, brake linings, bearings, pivot pins, bushings, and winch rigging.

## 2. PREAMBLE

This Limited Warranty is provided by Futura Trailers Ltd and Futura Trailers Inc. ("Futura") to the Original Purchaser of a new, unused Futura or SHIFTR trailer first sold and registered at retail on or after the Effective Date of this Warranty, until superseded by a subsequent published warranty.

## 3. SCOPE OF WARRANTY

Futura warrants that each trailer will be free from Defects in materials and workmanship under Normal Use and service for the periods defined below. Axles are manufactured to a technical tolerance of 1-degree camber and 5mm toe-in; deviations within these established engineering tolerances do not constitute a Defect.

## 4. WARRANTY TERM

Coverage begins on the date of first retail purchase.

Coverage Category	Personal / Recreational Use	Commercial / Fleet / Rental Use
Structural (Base)	TWO (2) YEARS	TWELVE (12) MONTHS
Aluminum Chassis (Futura)	FIVE (5) YEARS	TWELVE (12) MONTHS
Galvanized Finish	THREE (3) YEARS	TWELVE (12) MONTHS
Powder-Coat Finish	TWELVE (12) MONTHS	TWELVE (12) MONTHS
Winch (Motor/Gearbox)	TWELVE (12) MONTHS	TWELVE (12) MONTHS
Hydraulic Pump	TWELVE (12) MONTHS	TWELVE (12) MONTHS
Hydraulic Cylinders	TWELVE (12) MONTHS	TWELVE (12) MONTHS

### 4.1 Registration Requirement

Warranty registration is required to activate this Limited Warranty and must be completed within thirty (30) days of first retail purchase. While dealers are encouraged to register the trailer at the point of sale, it remains the ultimate responsibility of the Owner to ensure registration is completed. Registration is confirmed via a "Welcome to Futura" email. Failure to register may delay the processing of service claims.

## 5. WHAT IS COVERED & REMEDIES

### 5.1 Scope of Remedy

This warranty covers manufacturing defects only. Futura's sole obligation is limited, at its discretion, to: (a) Repair of the defective part; (b) Replacement of the defective part; or (c) Providing a reasonable allowance toward repair. Repairs or replacements do NOT extend the original warranty period.

### 5.2 Design Changes and Parts Availability

Futura reserves the right to make design changes, improvements, or modifications to its trailers at any time without obligation to retrofit previously manufactured units. Replacement parts may differ in appearance or specification from original parts. Futura reserves the right to use new or remanufactured parts of equivalent quality.

## 6. EXCLUSIONS (WHAT IS NOT COVERED)

This Limited Warranty does NOT cover:

### 6.1 Wear & Maintenance Items

Tires (covered by tire manufacturer), bearings, brake linings, magnets, bushings, latches, pins, batteries, winch rigging (cables/ropes), jack wheels, and sheaves.

### 6.2 Operational Misuse

Overloading beyond GVWR, improper load distribution, off-road use, curb strikes, or improper hitching.

### 6.3 Deck Use Limitation

#### (a) Futura Aluminum Deck Trailers

For trailers equipped with aluminum decks, damage caused by transporting anything other than vehicles equipped with pneumatic rubber tires is excluded. This includes, but is not limited to, tracked vehicles, forklifts, palletized goods, machinery on steel feet, or point-loaded cargo.

#### (b) SHIFTR Steel Deck Trailers

SHIFTR trailers equipped with steel decks are designed to accommodate a wider range of cargo, including toolboxes, equipment, appliances, and similar loads, provided that:

- (i) The cargo is evenly distributed;
- (ii) Adequate load-spreading measures (such as timber, rubber mats, or pallets) are used where point loads exist; and
- (iii) The trailer's GVWR and axle ratings are not exceeded.

The SHIFTR steel deck is engineered for increased durability and mixed-use cargo. However, concentrated point loads may cause localized deformation if adequate

load-spreading measures are not used.

Damage resulting from concentrated point loads, tracked equipment, forklift traffic on the deck, or failure to use reasonable load-spreading measures is excluded from warranty coverage.

## 6.4 Environmental & Finish

This Limited Warranty does not cover cosmetic or surface conditions that do not affect structural integrity or functional performance, including but not limited to:

- (a) Cosmetic anomalies in anodizing, including fading, water spotting, or color variation;
- (b) Normal powder-coat gloss reduction, stone chips, scratches, or minor abrasion;
- (c) "White rust," zinc oxidation, surface dulling, or cosmetic discoloration on galvanized components resulting from environmental exposure, storage, or normal use;
- (d) Surface marks and finish variations associated with galvanizing and industrial fabrication, including but not limited to grinding marks, polishing marks, weld profile variations, weld discoloration, heat-affected zone markings, touch-up coating areas, drainage marks, ash inclusions, or other surface irregularities inherent in galvanizing, welding, and finishing processes, provided such conditions do not affect structural integrity or functional performance.

## 6.5 Modifications

Any welding, drilling, or cutting performed after delivery, or installation of unapproved after-market accessories.

## 6.6 Used and Demo Units

Trailers sold as used, demonstrator, display, prototype, or dealer loaners, unless expressly stated in writing by Futura at the time of sale.

## 6.7 Acts of God

Damage from accident, collision, fire, flood, storm, lightning, hail, earthquake, vandalism, theft, or civil unrest.

## 6.8 Wheel-Off Incidents and Lug Nut Failure

Damage resulting from a "wheel-off" incident, wheel separation, or wheel stud breakage is excluded. Metallurgical failure of wheel studs is extremely rare; such incidents are almost exclusively the result of improper maintenance, specifically:

- (a) failure to follow the mandatory torque sequence and stages in Section 7.2;
- (b) over-torqueing (which stretches studs and deforms stud holes); or
- (c) under-torqueing (which allows vibration and "wobble"). The presence of elongated bolt holes in the wheel rim or "galled" threads on the studs is conclusive evidence of operational neglect and not a manufacturing Defect.

## 6.9 Moisture Condensation and Freeze Damage

Damage caused by condensation, trapped moisture, freezing, ice formation, freeze-thaw cycles, or the expansion of water within the trailer structure, hydraulic systems, electrical wiring, lighting systems, electronic controllers, or connectors is excluded from warranty coverage, including damage resulting from improper winterization or storage.

## 6.10 Electrical Systems

Issues arising from tow vehicle wiring, improper fuses, or tow vehicle brake controller failure.

# 7. OWNER RESPONSIBILITIES

## 7.1 Maintenance Duty

The Owner is responsible for the proper care and maintenance of the trailer as specified in the Owner's Manual. Operation with known defects or failure to perform maintenance constitutes neglect and may result in denial of the affected warranty claim.

## 7.2 Lug Nut Torque & Seat-in

The Owner acknowledges that lug nuts or bolts are likely to loosen after a wheel is mounted. The Owner is strictly responsible for:

1. Torque Intervals: Checking tightness after the first 10, 25, and 50 miles (15, 40, and 80 km) of driving, and before each tow thereafter.
2. Proper Technique: Tightening lug nuts in three stages to the final torque specified in the Owner's Manual or axle manufacturer's manual using a calibrated torque wrench.
3. Sequence: Following the crisscross star pattern sequence as illustrated in the Owner's Manual.

Failure to perform these re-torque checks or improper tightening will result in wheel loosening and eventual stud failure. Improper tightening or over-tightening (which breaks studs and deforms wheels) voids the axle and wheel warranty. Claims for wheel separation will be denied if the Owner cannot produce a maintenance log verifying these specific torque checks were performed.

## 7.3 Cleaning, Impact Damage and Corrosion Prevention

The Owner must regularly wash the trailer to remove road salts, sea spray, or de-icing chemicals and promptly inspect and touch up areas where paint, powder coating, or protective finishes have been damaged by stone chips, road debris, abrasion, or impact.

Failure to properly clean, maintain, and repair damaged coatings, or storing the trailer in standing water or highly corrosive environments, may result in denial of finish and structural corrosion-related warranty claims.

## 7.4 Records

Owners must maintain records of regular service. Failure to provide records upon request may result in the denial of the claim.

# 8. WARRANTY CLAIM PROCEDURE

## 8.1 Submission

Claims must be submitted in writing within thirty (30) days of discovery, provided such notification occurs within the limited warranty period or ten (10) days thereafter. Submissions must be sent to an authorized dealer or via email to [trailers@futuratrailers.com](mailto:trailers@futuratrailers.com).

## 8.2 Documentation Requirements

A claim must include:

- (1) Proof of Purchase
- (2) Full 17-digit VIN
- (3) Detailed description of the circumstances
- (4) Maintenance records

For claims involving wheel loss or stud failure, the claim MUST also include clear, high-resolution photographs of:

1. The wheel stud remnants (to show fracture type).
2. The mounting holes of the detached wheel (to show elongation/ovaling).
3. The mating surface of the hub.

**Forensic Inspection Provision:** In the event of a wheel-off incident where the Owner is unable to provide forensic-quality documentation, the Owner must transport the trailer to an authorized Futura dealer who will perform the professional forensic photography and inspection required for claim adjudication.

Futura reserves the right to reject incomplete claims or those lacking the required forensic documentation.

# 9. COST RESPONSIBILITY (RETURN TO BASE)

This is a "Return to Base" warranty. Futura covers labor and parts for approved defects. The Owner is solely responsible for all costs and risks associated with transporting the trailer to and from an authorized service center. Futura is not liable for towing, storage, or freight costs.

# 10. LIMITATIONS OF LIABILITY

## 10.1 Liability Cap

Futura's total liability shall never exceed the original purchase price of the trailer.

## 10.2 Consequential Damages

Futura shall NOT be liable for incidental or consequential damages, including loss of revenue, loss of use, rental charges for substitute equipment, towing fees, or damage to carried cargo/vehicles.

## 10.2 Vehicle and Cargo Responsibility

The Owner acknowledges that any vehicle(s) and/or cargo transported on the trailer remain under the Owner's care, custody, and control at all times. Futura assumes no responsibility for the securing, positioning, protection, or condition of any vehicle(s) and/or cargo.

# 11. LAW & JURISDICTION

## 11.1 United States

This Warranty shall be governed by the laws of the State of Delaware. The use of non-Futura parts does not automatically void this warranty unless such parts caused the defect. Disclaimer: Futura disclaims any implied warranty of fitness for a particular purpose to the extent permitted by law.

## 11.2 Canada

Subject to provincial consumer protection legislation. Disputes shall be resolved in accordance with the laws of the province of purchase.

## 11A. DISPUTE RESOLUTION (U.S.)

Any dispute arising from this Warranty shall be resolved by binding arbitration administered by the AAA. Arbitration shall take place in Delaware, California, or South Carolina, at the election of Futura.

### 11A.1 Pre-Suit Notice

Owner must provide Futura written notice and a reasonable opportunity to cure the defect before initiating legal proceedings.

### 11A.2 Class Action Waiver

All claims must be brought in the Owner's individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

## 11B. GENERAL PROVISIONS

- **No Dealer Authority:** No dealer or agent is authorized to modify or extend the terms of this Limited Warranty.
- **Severability:** If any provision is held unenforceable, the remaining provisions shall remain in full force.
- **Transferability:** This Warranty is transferable from the Original Purchaser to subsequent individual private purchasers for the remaining balance of the term, provided Futura is notified at [trailers@futuratrailers.com](mailto:trailers@futuratrailers.com) within 30 days of resale with proof of date and VIN. Transferability does not apply to trailers used for Commercial Use as defined in Section 1.
- **Entire Agreement:** This Limited Warranty constitutes the entire agreement between Futura and the Owner regarding warranty coverage and supersedes all prior or contemporaneous agreements, representations, or warranties, whether written or oral.

## 12. ACCEPTANCE

By the trailer being registered (whether by the Purchaser or Dealer), or by submitting a warranty claim, the Purchaser acknowledges they have read, understood, and accepted the terms of this Limited Warranty. If a "Welcome to Futura" confirmation email is not received shortly after purchase, contact [trailers@futuratrailers.com](mailto:trailers@futuratrailers.com) immediately.

### 12.1 Controlling Version

The current, controlling Limited Warranty is the version published on [www.futuratrailers.com](http://www.futuratrailers.com) or [www.shiftrtrailers.com](http://www.shiftrtrailers.com) at the time of the trailer's first retail sale and registration, or as otherwise provided to the Owner at the time of sale. Any prior or archived versions are superseded and have no effect.

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