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BEAR TRAILER MFG

BEHIND YOU ALL THE WAY.™

February 3, 2016

U.S. Department of Transportation
National Highway Safety Administration
RE: PE15-034 (MY)2010

Attn: Nate Seymour

This letter is in response to the request for further information regarding the Preliminary Evaluation (PE15-034) investigating allegations of hitch failures in certain model year (MY) 2010 trailers equipped with a TrailGuard tongue.

Q1. We counted 229 unique models. The total population of both subject and peer vehicles was 4,852 and the subject vehicle population was 2,338.

The trailer identified in the VOQ was a BJ 66-18 G model. We counted 363 of these built.

Q7. A copy of our warranty statement is attached.

Q8. We were unable to locate the documents from testing the prototype trailer 11 years ago.

Q9. Copy of Engineering drawings and patents for the subject component attached.

Q11. We were not contacted by the customer. Our first knowledge of this was when you contacted us.

Sincerely,

Wesley Brackett
President

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# TWO YEAR LIMITED WARRANTY

**BEAR Trailers** warrants each new custom boat trailer to be free from defects in material and workmanship for a period of two (2) years from date of manufacture. **BEAR Trailers** shall repair or replace, without charge, any parts found to be defective because of imperfect workmanship or materials, within a reasonable time after the trailer is returned at purchaser's expense to our facilities.

This Warranty is extended to the original purchaser only and does not extend to any other person to whom the trailer may be transferred.

Provisions of this Warranty shall not apply to any product which is found to have been modified or altered in any way; nor shall this warranty apply to any defect or malfunction which was caused by damage, unreasonable use, or failure to provide reasonable and necessary maintenance. The Warranty will not cover damage caused by overloading the trailer beyond stated compacities, the use of improperly installed weight distribution hitches in conjunction with hydraulic surge brakes. Due to the highly corrosive conditions a trailer is exposed to, rust formation is not covered. Our Warranty does not cover winches, straps, cables, lights, couplers, brakes, tongue jacks, paint, springs, tires or wheels. Some of these items are warranted by their manufacturers. BEAR will assist in warranty claims on these items but can not be held liable for their craftsmanship or liability.

Our trailers are manufactured to specific specifications and tongue weights. In the event a jack plate is installed that has not been specified by the boat manufacturer's specifications or any other devise that affects the overall weight distribution of the boat, the warranty will be voided and any claims for damage will not be allowed. Use of this trailer for commercial applications voids the warranty. Races, bearings and seals are covered for 90 days from date of purchase. Any implied warranties, obligations or liabilities, including but not limited to any implied warranty of mechantablity, shall be limited in duration to the two-year duration of this warranty: loss of time, inconvenience, towing charges, travel expenses, lodging, telephone, gas, loss or damage to personal property or loss of wages. This warranty is intended to comply with the "Magnussion-Moss Warranty Federal Trade Commission Improvement Act" and any provisions of this warranty or actions taken by BEAR Trailer pursuant to this warranty shall be construed accordingly. BEAR Trailer shall not be liable for any incidental or consequential damages for breach of this or any other warranty, express or implied. Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Any warranty work must be previously authorized by BEAR Trailer.

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