

# **Grand Design RV, LLC**

## **ONE YEAR LIMITED TOWABLE BASE WARRANTY**

### **SUMMARY**

#### **What does this Warranty cover?**

Grand Design RV, LLC (“Warrantor”) provides this One (1) Year (“Warranty Period”) Limited Base Warranty (“Limited Warranty”) which begins from the date of purchase by the original retail consumer purchaser. This Limited Warranty only covers defects in material components and/or workmanship concerning parts of the recreational vehicle actually manufactured by and made by Warrantor and labor provided directly by Warrantor but does not cover parts not made or manufactured by Warrantor. In addition to the foregoing and the other limitations and restrictions set forth in this limited warranty, this limited warranty only covers a recreational vehicle sold by an authorized warrantor dealer to the original retail customer or its assign (transfer) to another retail purchaser within the warranty period. The Limited Warranty for the recreational vehicle must also be registered in the owner’s name within thirty (30) days of the date of purchase.

The sole remedy for a breach of the Limited Warranty is as follows. Defective parts and workmanship will be repaired by the Warrantor, or the Warrantor’s authorized agent, provided that the following terms are met:

1. The Warrantor’s authorized agent must be notified of the covered defect within the warranty period and within twenty (20) days of when the defect was discovered or should have been discovered by a reasonable person exercising reasonable care according to the terms of this Limited Warranty.
2. The person seeking the replacement of the defective part or labor must be the original retail consumer purchaser, or the consumer to whom this warranty was transferred, within the Warranty Period. Any assignment does not extend the Warranty Period.
3. The defective material or workmanship for which the warranty work and/or part is sought must be made by Warrantor and/or labor provided directly by Warrantor to and in the recreational vehicle.
4. All other terms and conditions of this Limited Warranty must be satisfied.

## **What types of things are excluded from the Warranty?**

This Limited Warranty does not cover the below. Warrantor is specifically discharged of any obligations or duties under this Limited Warranty if the recreational vehicle is presented for warranty service and any of the following are true:

- a. Defects in any component parts or labor of the recreational vehicle which are not considered the recreational vehicle or which were not manufactured by Warrantor;
- b. Defects in any products, materials, or labor which are covered by a separate warranty from the original manufacturer of any part and/or labor that is used by Warrantor in the recreational vehicle, including but not limited to, tires, batteries, generators, appliances, and/or electronic entertainment equipment;
- c. Failure to maintain or care for the recreational vehicle as outlined in the owner's manual;
- d. Deterioration, fading, discoloration of any interior or exterior due to normal wear, tear, age, and exposure to natural elements, including but not limited to UV rays, rain, hail, sand, and salt;
- e. Repairs, replacements made necessary or damage caused by negligence, negligent use of, misuse of, abuse of, or neglect of the recreational vehicle;
- f. Repairs or replacements made necessary by reason of a failure of the original retail consumer purchaser or others to follow ordinary maintenance procedures as recommended by the Warrantor or the manufacturer or dealer of the recreational vehicle;
- g. Any defect caused in-transit to or from a dealer or to or from the consumer or by the consumer or another;
- h. Recreational vehicles purchased anywhere other than from an authorized Warrantor dealer;
- i. Alterations, modifications or changes to the original design and build of the recreational vehicle not performed by Warrantor;
- j. Vehicles used for anything but recreational and personal use, including but not limited to, commercial, rental, and/or business or disaster relief purposes;
- k. Routine maintenance and adjustments;
- l. Vehicles registered and used outside the U.S. and Canada;

- m. Consequential/incidental expenses (damages) such as service calls, transportation, including, but not limited to transportation to/from any authorized dealer or service representative for warranty service, loss of use of the recreational vehicle, loss of time, loss of revenue, inconvenience, lodging, food, fuel, and/or any other incidental or consequential damage;

**NOTE:** Some states do not allow the exclusion of incidental or consequential damages, so this exclusion may not apply to you;

- n. Damage caused by unregulated water pressure, tank over-fill or plumbing system modifications resulting in flooding of the vehicle;
- o. Damage caused by unprotected electrical hook-ups at any location including but not limited to, power surges, lightning, circuit overload and/or electrical system modifications;
- p. Damage caused by overloading, excessive weight or improper weight distribution;
- q. Damage caused by improper ventilation resulting in excessive condensation which results in water damage and/or mold or mildew;
- r. Damage caused by infestation by insects or animals;
- s. Damage caused by the tow vehicle hitch, equalizer, stabilizer, electrical or brake controller system;
- t. Damage caused by extreme weather events, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, and/or extreme cold;
- u. Damage caused by road surface conditions, including, but not limited to applications of salt or de-icing chemicals, gravel/sand, ruts, and/or pot holes;
- v. Exterior paint or finish which is warranted independently by the paint manufacturer and/or independent applicator; and
- w. Damage caused by defacing, including, but not limited to scratches, dents, and rust on any surface of the recreational vehicle.

## **WARRANTOR'S OBLIGATIONS - HOW TO GET WARRANTY SERVICES**

### **How Do You Get Service?**

In no event shall repair or replacement for a defect be covered under this Limited Warranty unless the repair or replacement occurs at Warrantor's facilities, or Warrantor's designated repair shop or dealer. Upon discovery of any defect covered by this Limited Warranty, you must notify the authorized dealer from whom you purchased the recreational vehicle and the Warrantor within twenty (20) days of when the defect was discovered or should have been discovered. Following notification, the recreational vehicle must be taken to the authorized dealer from whom you purchased it for inspection or another authorized dealer, if authorized by Warrantor, or authorized repair shop as directed by Warrantor. Either that dealer or repair shop or Warrantor will undertake appropriate corrective repairs in instances where the defect is covered by this Warranty. To repair the defect, Warrantor reserves the right to use or cause the use of alternative parts or components having substantially equal or greater quality.

Warrantor's sole obligation under this Limited Warranty is to repair any covered substantial defect discovered within the applicable Warranty Period if not excluded under the terms of this Limited Warranty. Warrantor will remedy defects in materials and workmanship covered under this Limited Warranty under normal use and service caused by Warrantor in the recreational vehicle. All costs incurred in transporting this recreational vehicle for warranty service shall be borne by purchaser unless otherwise approved in advance by Warrantor.

### **What are purchaser's obligations?**

The purchaser shall give notice to the Warrantor's agent or dealer within twenty (20) days of when the defect was discovered or should have been discovered. The purchaser must perform reasonable and necessary maintenance upon the recreational vehicle and use the recreational vehicle in accordance with the manufacturer of the recreational vehicle and Warrantor's directions and recommendations. Among the other requirements under this Warranty, the Purchaser must also:

- Maintain the recreational vehicle in accordance with the maintenance requirements contained in the Owner's Manual;
- Make minor adjustments including, but not limited to doors, drawers, latches, regulators, controls, and mechanisms, after 90 days of ownership;
- Maintain all exterior seals and sealant, which must be inspected every 3 months to assure there are no gaps or voids and maintained annually. If you seek repair related to seals or sealant you must provide documentation acceptable to Warrantor that confirms completion of sealant inspections and maintenance for coverage consideration; and
- Return their vehicle to an authorized dealer for repairs.

If you believe that you have a claim under this Limited Warranty, locate and contact your nearest authorized Warrantor dealer to schedule an appointment. Be prepared to provide your vehicle serial number (VIN), date of purchase, and a description of the issue or concern. If you cannot locate a dealer, please go to the Warrantor's website or contact Warrantor directly for immediate assistance.

**EXHAUSTION OF REMEDY AND LEGAL ACTION: OWNER MUST PROVIDE WRITTEN NOTICE AS DESCRIBED ABOVE AND PERMIT WARRANTOR THE OPPORTUNITY TO REPAIR BEFORE OWNER MAY INITIATE ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.**

### **What are the Dealer's Responsibilities?**

- Perform a walk-through to assure that the customer understands the operation, use and safety requirements of the vehicle;
- Review vehicle warranties, operating manuals and instruction guides; and
- Inform the customer on how to obtain service, locally or while in transit.

Warrantor is not responsible or liable for any failures, breaches, negligence, inattention or problems on the part of the Dealer.

### **What to do if a separately manufactured part is defective?**

Our warranty does not cover defects in separately manufactured products which are not produced or manufactured directly by Warrantor. These products may be warranted by their individual manufacturers. To the extent that such products installed in your recreational vehicle or structural components are covered by warranties from those manufacturers, the written warranties by the manufacturers or suppliers of those products may be provided with each new recreational vehicle for the convenience and clarification of the original retail consumer purchaser. However, Warrantor has no responsibility or control over the outcome of warranty claims against these manufacturers, suppliers or component manufacturers. If you have trouble locating the manufacturer supplying these warranties, contact your selling dealer.

## **DISCLAIMER OF CONSEQUENTIAL, PUNITIVE AND INCIDENTAL DAMAGES**

**The original retail purchaser of the recreational vehicle and any person to whom the recreational vehicle is transferred or given or conveyed, and any person who is an intended or unintended user or beneficiary of this Limited Warranty, shall not be entitled to recover from Warrantor any consequential, punitive or incidental damages resulting from any defect in the recreational vehicle, or loss of use, time or revenues.**

Some states do not allow the exclusion or limitation or the exclusion may not apply to you.

## **DISCLAIMER OF EXPRESSED AND IMPLIED WARRANTIES**

THE WARRANTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES.

THERE IS NO EXPRESS OR IMPLIED WARRANTY MADE BY WARRANTOR BEYOND THAT CONTAINED IN THE LIMITED WARRANTY ABOVE. THE ABOVE REFERENCED LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES. TO THE EXTENT AN IMPLIED WARRANTY OF MERCHANTABILITY, AN UNWRITTEN WARRANTY THAT THE PRODUCT IS FIT FOR ORDINARY USE, IS FOUND TO APPLY, IT, AND ANY OTHER IMPLIED WARRANTY ARISING BY OPERATION OF LAW ARE SPECIFICALLY LIMITED TO THE WARRANTY PERIOD OF THIS LIMITED WRITTEN WARRANTY.

IF ANY MODEL OR SAMPLE IS SHOWN TO THE PURCHASER PRIOR TO THE PURCHASE OF THE RECREATIONAL VEHICLE, SUCH SAMPLE OR MODEL WAS MERELY TO ILLUSTRATE A GENERAL TYPE OF QUALITY AND NOT TO REPRESENT THAT THE RECREATIONAL VEHICLE WOULD NECESSARILY CONFORM TO A SAMPLE OR MODEL AND SHALL NOT BE DEEMED TO BE PART OF THE BASIS OF THE BARGAIN OR CREATE ANY EXPRESSED WARRANTIES OR AFFIRMATIONS OR PROMISES.

## **DESIGN CHANGES**

Warrantor reserves the right to change the design of its recreational vehicle from time to time without notice and without obligation to make corresponding changes in its products previously manufactured.

## **ATTORNEYS FEES**

Any warranty claim asserted or brought in violation of this Limited Warranty, or any claim brought against Warrantor, directly or indirectly, under which the Purchaser or any other person or entity seeks to broaden the terms of the Limited Warranty or under which the Purchaser or any other person fails to successfully prevail on any issue or matter of any type or nature, shall entitle Warrantor to recover its costs, damages, and reasonable attorney's fees in connection with the same.

## **HOW DOES STATE LAW RELATE TO THIS WARRANTY?**

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**By registering or having your recreational vehicle registered in your name, or by asserting a claim under this Limited Warranty, Purchaser (and all assigns) is agreeing on behalf of the purchaser and all assigns to be bound by the terms and conditions of this Limited Warranty.**

## **LEGAL REMEDIES**

EXHAUSTION OF REMEDY AND LEGAL ACTION: THE WRITTEN NOTICE AND REPAIR REMEDY DESCRIBED ABOVE MUST BE COMPLETED PRIOR TO INITIATING ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.

THIS LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO THIS LIMITED WARRANTY, AN ALLEGED BREACH OF WARRANTY, BREACH OF IMPLIED WARRANTIES, OR REPRESENTATIONS OF ANY KIND WHETHER SUCH CLAIMS SOUND IN CONTRACT, TORT, OR STATUTE (INCLUDING THE STATUTE OF LIMITATIONS), WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION, MUST BE FILED IN THE COURTS WITHIN THE STATE OF INDIANA.

ANY ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY OR REVOCATION OF ACCEPTANCE OR ANY ACTION TO ENFORCE ANY PORTION OF THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN NINETY (90) DAYS OF THE EXPIRATION OF THE WARRANTY PERIOD.

**NOTE:** ANY AUTHORIZATION OR PERFORMANCE OF REPAIRS, ATTEMPTS TO RESOLVE A COMPLAINT, OR REQUEST FOR WARRANTY SERVICE SHALL NOT CONSTITUTE A WAIVER OF WARRANTOR'S RIGHTS AND SHALL NOT EXTEND THE WARRANTY COVERAGE PERIOD OR WHEN YOU MUST COMMENCE AN ACTION TO ENFORCE ANY BREACH OF WARRANTY CLAIMS, UNLESS PROHIBITED BY STATE LAW.

THE ABOVE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.