

Grand Design RV, LLC

FIVE YEAR LIMITED TOWABLE FRAME WARRANTY

SUMMARY

What does this Warranty cover?

Grand Design RV, LLC (“Warrantor”) provides this Five (5) Year (“Warranty Period”) Limited Towable Frame Warranty (“Limited Warranty”) which begins from the date of purchase by the original retail consumer purchaser on Model Year 2020 and newer vehicles. This Limited Warranty covers defects in Towable Frame Assembly (defined below) utilized by Warrantor and labor provided directly by Warrantor but does not cover parts not standard equipped by the 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 to the original retail customer by an authorized Warrantor dealer, but only if this Limited Warranty is registered to the vehicle owner’s name within thirty (30) days of the date of purchase. This Limited Warranty is not assignable to any person or entity. “Towable Frame Assembly” consist of materials directly attributable to Warrantor, namely, the main frame rails (I-beam), outriggers, cross-members, upper deck frame and any original components affixed by weld or Huck Bolt to the Towable Frame Assembly.

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 to the welded frame assembly only.
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, and Warrantor has no obligations under this Limited Warranty for the exclusions listed below:

- a. Any and all components that are attached to the frame assembly in final stage production, including axles, fifth-wheel pin box, rear hitch assemblies (unless welded to the frame), sidewalls or any other body structural component, any components installed in the underbelly area between the frame rails or any other components not considered to be part of the welded frame assembly are excluded;
- b. Failure to maintain or care for the recreational vehicle frame as outlined in the owner's manual;
- c. Deterioration, tear, age, and exposure to natural elements, including, but not limited to UV rays, rain, hail, sand, and salt;
- d. Repairs or replacements made necessary by negligence, negligent use of, misuse of, abuse of, or neglect of the recreational vehicle;
- e. Any damage or defect caused in-transit to or from a dealer or to or from the consumer or by the consumer or another;
- f. Alterations, modifications or changes to the original design and build of the Towable Frame Assembly not performed by Warrantor;
- g. Vehicles registered and used outside the U.S. and Canada;
- h. Any defect in parts which are not considered original Towable Frame Assembly components, including but not limited to: front and rear fiberglass caps and any other cosmetic fiberglass attachments, sidewall metal (unless the root cause is the Towable Frame Assembly), all sidewall, end wall, front and rear wall attachments;
- i. Damage caused by overloading, excess weight or improper weight distribution;
- j. Damage caused by aftermarket components such as the tow vehicle hitch, equalizer/stabilizer system, after market pin box or suspension component;
- k. Damage caused by extreme weather events, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, or extreme cold;
- l. Damage caused by road surface conditions, including, but not limited to applications of salt or de-icing chemicals, gravel/sand, ruts, or pot holes;
- m. Exterior paint or finish on the frame assembly, including damage, scratches, rust or any other corrosion that may occur;

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 authorized dealer. Upon discovery of any defect covered by this Limited Warranty, you must notify an authorized dealer 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 an authorized dealer 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 Limited 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 Limited Warranty, the Purchaser must also:

- Maintain the recreational vehicle in accordance with the maintenance requirements contained in the Owner's Manual;
- Inspect the Towable Frame Assembly every 3 months to assure there is no rust, corrosion, damage or other concerns and maintain annually;
- 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 identification 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 to do if a separately manufactured part is defective?

This Limited 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

What other conditions or limitations apply to this Limited Warranty?

The original retail purchaser of the recreational vehicle 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, including but not limited to, loss of use, time or revenues, inconvenience, food, or fuel.

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 WRITTEN LIMITED WARRANTY. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS 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 AND STRUCTURAL COMPONENTS 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 EXPRESS WARRANTIES, AFFIRMATIONS OR PROMISES.

DESIGN CHANGES

Warrantor reserves the right to change the design of its frame components and recreational vehicles 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 Limited 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 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.