

# Grand Design RV ONE YEAR LIMITED BASE WARRANTY

## SUMMARY

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

Grand Design RV, LLC (“Warrantor”) provides this One (1) Year (“Warranty Period”) Limited Base Warranty [which begins to run from the earlier of (i) the date of purchase by the original retail consumer purchaser or (ii) when the recreational vehicle is put into service] against certain defects in materials and/or workmanship for the recreational vehicle manufactured by, and workmanship provided directly by, Warrantor arising under normal use and service to the ORIGINAL RETAIL CONSUMER PURCHASER for the Warranty Period of the recreational vehicle. This Warranty only covers material components and parts of the recreational vehicle actually manufactured by and made by Warrantor and labor provided directly by Warrantor but no parts not made or manufactured by Warrantor. In addition to the forgoing and the other limitations and restrictions set for 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, but only if the warranty for the recreational vehicle is registered in the original vehicle owner’s name within the thirty (30) day start date period set forth above.

THIS WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY FOR ALL DEFECTS OF MATERIAL AND WORKMANSHIP. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES BEYOND THOSE SET FORTH HEREIN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN ADDITION TO THE EXCLUSIONS SET FORTH IN THIS LIMITED WARRANTY, THIS WARRANTY DOES NOT APPLY TO DAMAGE DUE TO NEGLIGENT USE, MISUSE, ABUSE OR ACCIDENT INVOLVING ANY PART AND/OR ALL OF THE RECREATIONAL VEHICLE, OR THE REPAIR OR ALTERATION OF SUCH RECREATIONAL VEHICLE. ANY REPAIR OR ALTERATION TO THE RECREATIONAL VEHICLE SPECIFICALLY VOIDS THIS WARRANTY. ANY COMMERCIAL USE, RENTAL, OR BUSINESS USE OF THE RECREATIONAL VEHICLE VOIDS THIS AND ALL OTHER WARRANTIES PROVIDED BY WARRANTOR.

The sole remedy for a breach of the warranty is as follows. Defective parts and workmanship will be replaced 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 an assignment to another consumer purchaser within the Warranty Period. Any assignment does not extend the Warrant Period.
3. The defective material or workmanship for which the warranty work and/or part is sought must be to the RECREATIONAL VEHICLE itself only.

4. The other terms and conditions of this Limited Warranty must be satisfied.

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

This Warranty does not cover:

- 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 items or labor which are covered by a separate warranty from the original manufacturer of any part that is used by Warrantor in the RECREATIONAL VEHICLE;
- c. Deterioration due to normal wear, tear, and exposure;
- d. Repairs or replacements made necessary by negligence, negligent use of, misuse of, abuse of, loading the unit beyond its gross weight limitations, accidents, acts of God, modifications or alterations in or to the RECREATIONAL VEHICLE by anyone, and failure to maintain or care for the RECREATIONAL VEHICLE, and any and all matters which were not within the control of the Warrantor;
- e. Neglect of the recreational vehicle or any part of it;
- 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. Any defects in work, labor, materials or parts not actually manufactured by, performed by or made by Warrantor;
- i. Tires; Batteries; Optional Generators and certain Appliances & Electronic Entertainment Equipment which is warranted separately by the respective component manufacturer.
- j. Recreational vehicles purchased anywhere other than from an authorized Warrantor dealer;
- k. Alterations, modifications or changes to the original design and build of the recreational vehicle;
- l. Vehicles used for rental, business or disaster relief purposes;
- m. Routine maintenance and adjustments;
- n. Vehicles registered and used outside the U.S. and Canada;
- o. Consequential/incidental expenses (damages) such as service calls, transportation, lodging, food, fuel, etc.  
NOTE: Some states do not allow the exclusion of incidental or consequential damages, so this exclusion may not apply to you;
- p. Fading, yellowing or aging of exterior materials due to UV or sunlight or weather exposure;
- q. Damage that has occurred as a result of misuse, abuse, neglect, or lack of maintenance;
- r. Damage caused by unregulated water pressure, tank over-fill or plumbing system modifications resulting in flooding of the vehicle;
- s. Damage caused by unprotected electrical hook-ups (home or campground), power surges, lightning, circuit overload or electrical system modifications;
- t. Damage caused by overloading or improper weight distribution;
- u. Damage caused by improper ventilation resulting in excessive condensation which results in water damage and/or mold or mildew;
- v. Damage, fading or deterioration caused by prolonged exposure to natural elements;
- w. Damage caused by infestation by insects or other animals;

- x. Damage caused by the tow vehicle hitch, equalizer, stabilizer, electrical or brake controller system;
- y. Damage caused by the environment or weather, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, extreme cold, etc.
- z. Damage caused by road surface conditions, applications of salt or de-icing chemicals, gravel/sand, ruts, holes, etc.;
- aa. Exterior paint or finish which is warranted independently by the paint manufacturer and/or independent applicator;
- bb. DEFACING: scratches, dents, and rust on any surface of the RECREATIONAL VEHICLE; and cc. EXCESS weight on 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 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 Warranty, you must notify the authorized dealer from whom you purchased the recreational vehicle. 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. Warrantor reserves the right to use or cause the use of alternative parts or components having substantially equal or greater quality.

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 ONLY of the recreational vehicle. Warranty performance can only be obtained at Warrantor's authorized dealers and service representatives. 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 after it is or should have been discovered, and any action to enforce it shall be commenced not more than three (3) months thereafter; otherwise the Purchaser will have waived any such defect and claim, and any and all damages arising as a result thereof. 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 vehicles 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 limited to) doors, drawers, latches, regulators, controls, mechanisms, etc. after 90 days of ownership;

- Maintain all exterior seals and sealant, which must be inspected every 6 months to assure there are no gaps or voids, and correcting as necessary; and
- Return their vehicle to an authorized dealer for repairs.

If you believe that you have a claim under this 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 web site or contact Warrantor directly for immediate assistance.

### **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 events discharge Warrantor from the obligations under this Warranty?**

Misuse or negligent use, abuse, or accident, neglect, unauthorized alteration, failure to provide reasonable and necessary maintenance including reasonable periodic inspections of the recreational vehicle and/or use of the recreational vehicle for rental, business or commercial use or any other use other than to use the recreational vehicle only for personal use, shall each discharge the Warrantor from any obligation under this Warranty. The recreational vehicle is designed for recreational and personal use.

### **What do I do to activate warranties of other manufacturers of component parts and goods?**

#### **COMPONENT WARRANTIES**

As stated above, some components, accessories or equipment are not covered by this Base Limited Warranty. Examples include tires, batteries, optional generators, and some appliance & electronic entertainment equipment. However, those items may have coverage provided by the component manufacturer. These warranties are completely separate from this Limited Base Warranty, and in some cases may be longer and/or have specific coverage provisions and requirements. In order to activate these warranties you may have to complete registration forms, post cards or some other form of notification to the component manufacturer within a specific time period. These forms and documents will be located with the Owner's Materials provided with your new vehicle. You must complete and submit them to the respective manufacturer as quickly as possible, and within the time periods required by those warranties.

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

### **What other conditions or limitations apply to this Warranty?**

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. This warranty also excludes costs of transportation to any authorized dealer or service representative or to the Warrantor to get warranty service, loss of use of the recreational vehicle, loss of time, loss of revenues, inconvenience, or other incidental or consequential damage and any punitive damages, with respect to business or property, whether as a result of breach of warranty, negligence, or otherwise.

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

TO THE EXTENT NOT EXCLUDED IN THIS LIMITED WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY, AN UNWRITTEN WARRANTY THAT THE PRODUCT IS FIT FOR ORDINARY USE, IS LIMITED TO THE WARRANTY PERIOD OF THIS WRITTEN WARRANTY, AND ANY OTHER IMPLIED WARRANTY ARISING BY OPERATION OF LAW ARE SPECIFICALLY LIMITED TO THE WARRANTY PERIOD OF THIS WRITTEN WARRANTY TO THE EXTENT NOT ACTUALLY EXCLUDED IN THIS LIMITED 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.

## **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 ACTIVATE THE LIMITED WARRANTY, THE RECREATIONAL VEHICLE MUST BE REGISTERED WITHIN THIRTY (30) DAYS OF THE DATE OF PURCHASE; OTHERWISE, THIS LIMITED WARRANTY WILL NOT BE EFFECTIVE. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

## **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.**