

Grand Design RV THREE YEAR LIMITED STRUCTURAL WARRANTY

SUMMARY

What does this Warranty cover?

Grand Design RV, LLC (“Warrantor”) provides this Three (3) Year (“Warranty Period”) Limited Structural 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 structural components manufactured by, and workmanship provided directly by, Warrantor arising under normal use and service to the structural components (as defined below) for the above described recreational vehicle of Warrantors to the ORIGINAL RETAIL CONSUMER PURCHASER for the Warranty Period. This Warranty only covers material components and parts of the Structural Components actually manufactured by and made by Warrantor and labor provided directly by Warrantor. In addition to the foregoing and the other limitations and restrictions set for in this limited warranty, this limited warranty only covers a recreational vehicle sold to the original retail customer by an authorized warrantor dealer within the thirty (30) day start period set forth above. This Warranty is not assignable to any person or entity.

“Structural Components” consist of: materials and/or workmanship directly attributable to Warrantor, namely, the laminated fiberglass sidewall assembly, laminated fiberglass rear wall assembly, laminated fiberglass front wall (wrap) assembly, sidewall/end wall/front and rear wall frame assembly (wood and aluminum), roof assembly, and floor assembly.

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 STRUCTURAL COMPONENTS, OR THE REPAIR OR ALTERATION OF SUCH STRUCTURAL COMPONENTS. ANY REPAIR OR ALTERATION TO THE STRUCTURAL COMPONENTS 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. An assignment of the recreational vehicle to another person voids this Limited Warranty.
3. The defective material or workmanship for which the warranty work and/or part is sought must be to the STRUCTURAL COMPONENTS 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 STRUCTURAL COMPONENTS 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 STRUCTURAL COMPONENTS;
- 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 STRUCTURAL COMPONENTS by anyone, and failure to maintain or care for the STRUCTURAL COMPONENTS, and any and all matters which were not within the control of the Warrantor;
- e. Neglect of the recreational vehicle or STRUCTURAL COMPONENTS;
- 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 Structural Components;
- 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. Front and rear fiberglass caps and any other cosmetic fiberglass attachments;
- j. Sidewall metal (unless the root cause is the wall structure);
- k. Exterior roof material (EPDM rubber, TPO, etc.);
- l. Floor covering (carpet, linoleum, hardwood, tile, etc.);
- m. All sidewall, end wall, front and rear wall, roof and floor attachments;
- n. Delamination caused by water intrusion from lack of required exterior seal maintenance;
- o. Vehicles purchased anywhere other than from an authorized Warrantor dealer;
- p. Alterations, modifications or changes to the original design and build of the recreational vehicle;
- q. Vehicles used for rental, business or disaster relief purposes;
- r. Routine maintenance and adjustments;
- s. Vehicles registered and used outside the U.S. and Canada;
- t. 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;
- u. Fading, yellowing or aging of exterior materials due to UV or sunlight or weather exposure;
- v. Damage that has occurred as a result of misuse, abuse, neglect, or lack of maintenance;

- w. Damage caused by unregulated water pressure, tank over-fill or plumbing system modifications resulting in flooding of the vehicle;
- x. Damage caused by unprotected electrical hook-ups (home or campground), power surges, lightning, circuit overload or electrical system modifications;
- y. Damage caused by overloading or improper weight distribution;
- z. Damage caused by improper ventilation resulting in excessive condensation which results in water damage and/or mold or mildew;
- aa. Damage, fading or deterioration caused by prolonged exposure to natural elements;
- bb. Damage caused by infestation by insects or other animals;
- cc. Damage caused by the tow vehicle hitch, equalizer, stabilizer, electrical or brake controller system;
- dd. Damage caused by the environment or weather, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, extreme cold, etc.
- ee. Damage caused by road surface conditions, applications of salt or de-icing chemicals, gravel/sand, ruts, holes, etc.;
- ff. Exterior paint or finish which is warranted independently by the paint manufacturer and/or independent applicator;
- gg. DEFACING: scratches, dents, and rust on any surface of the STRUCTURAL COMPONENTS; and
- hh. EXCESS weight on the STRUCTURAL COMPONENTS.

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. You must always notify the Warrantor as well even if you contact the 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. However, no work may be performed to the STRUCTURAL COMPONENTS without the prior authorization of the Warrantor. And, 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 STRUCTURAL COMPONENTS 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 written notice to the Warrantor or an Authorized Dealer of any defect 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 STRUCTURAL COMPONENTS and use the recreational vehicle and STRUCTURAL COMPONENTS in accordance with the recreational vehicle manufacturer 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; and
- Maintain all exterior seals and sealant, which must be inspected every six (6) months to assure there are no gaps or voids, and all gaps and voids must be corrected as necessary. Documentation acceptable to Warrantor must be presented confirming completion of an annual sealant inspection by an authorized Warrantor dealer or authorized dealer repair shop for coverage consideration.

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 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 STRUCTURAL COMPONENTS 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 Structural Components in the recreational vehicle are designed for recreational and personal use.

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/STRUCTURAL COMPONENTS, SUCH SAMPLE OR MODEL WAS MERELY TO ILLUSTRATE A GENERAL TYPE OF QUALITY AND NOT TO REPRESENT THAT THE RECREATIONAL VEHICLE/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 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, YOU MUST RETURN THE ATTACHED NOTICE TO WARRANTOR 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 STRUCTURAL COMPONENTS 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.

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 suppliers of those products may be provided with each new recreational vehicle for the convenience and clarification of the original retail consumer purchaser. If you have trouble locating the manufacturer supplying these warranties, your dealer will be glad to assist you. However, we have no responsibility or control over the outcome of warranty claims against these manufacturers.

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 Purchaser and all assigns to be bound by the terms and conditions of this Limited Warranty.