

# BRINKLEY

------ RV -

# MODEL Z AIR

WARRANTY GUIDE

## MODEL Z AIR

#### Filing a California "Lemon Law" Claim with Brinkley RV

If you believe your Brinkley RV qualifies for repurchase or replacement under the California Song-Beverly Consumer Warranty Act (also known as the "Lemon Law"), you must provide us with a written notice at least 30 days before filing a lawsuit for civil penalties. This notice must include your name, the vehicle identification number (VIN), a summary of the repair history, and a demand for repurchase or replacement. You can submit this notice in the following ways:

- Email: <u>CustomerCare@BrinkleyRV.com</u>
- Mail: Brinkley RV Customer Care Dept. 1655 Brinkley Way East Goshen, IN 46528

For more information about your rights under the California Lemon Law, please visit the California Department of Consumer Affairs website.

#### Presentación de una reclamación bajo la "Ley Limón" de California con Brinkley RV

Si usted considera que su Brinkley RV califica para el reembolso o reemplazo según la Ley de Garantía del Consumidor de Song-Beverly de California (también conocida como la "Ley Limón"), debe proporcionarnos un aviso por escrito al menos 30 días antes de presentar una demanda por sanciones civiles. Este aviso debe incluir su nombre, el número de identificación del vehículo (VIN), un resumen del historial de reparaciones y una solicitud de reembolso o reemplazo. Puede enviar este aviso de las siguientes maneras:

> Correo Electronico: <u>CustomerCare@BrinkleyRV.com</u> Correo: Brinkley RV Customer Care Dept. 1655 Brinkley Way East Goshen, IN 46528

Para obtener más información sobre sus derechos bajo la Ley Limón de California, visite el sitio web del Departamento de Asuntos del Consumidor de California.

In our relentless pursuit of product improvement and the ultimate Customer experience, changes may take place at any time to the Model Z AIR. It is our goal to strive to keep this guide as up to date as possible. As changes occur, we will provide additional product information documents in the rear pocket of the Owner's Manual. We will also maintain digital versions on our website, www.BrinkleyRV.com. The QR codes below will take you to our site.

Should you have any questions, please do not hesitate to contact us. We are here to serve you!

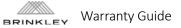




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## SECTION 1-WELCOME! AN IMPORTANT MESSAGE TO OUR BRINKLEY RV OWNERS

Dear Valued Customer:

Thank you for choosing Brinkley RV!

Your satisfaction with your Brinkley RV and the entirety of your Customer Experience is of the utmost importance to us. We are here to help you along your RV'ing journey. Should you encounter issues with your Brinkley RV along the way, this document will provide you with the information that you need relative to your rights and obligations under our Limited Warranties, as well as a reference guide to the additional warranties extended to your RV from our supplier partners. Utilizing this document will help you navigate the warranty process and help to minimize the time spent requesting and obtaining service.

Brinkley RV has selected the absolute best Dealers in North America based on the sales and service experience that they are capable of supplying to you. Brinkley RV and its Authorized Dealers and Service Centers are the sole and exclusive provider of service, parts, and warranty support to our retail Customers. It is preferred and recommended that you contact the Dealer where you purchased your Brinkley RV first. That being said, Brinkley RV is here to support any and all needs that you may have. Always know that Brinkley RV is here to assist you. Please do not hesitate to contact us for assistance at any time.

It is reasonable to expect that your Brinkley RV will require some service during the Limited Warranty Periods for both the base and structural warranties. We strive to achieve the highest levels of quality, serviceability, and customer satisfaction in the market. With that said, we are human. From time to time (hopefully not often) we will make mistakes. We hope that our products never require service beyond general maintenance. However, when issues or service needs do arise, we will jump into action to provide you with the correct information and/or parts to resolve the issue as expediently as possible.

We are here and we are listening. Please share with us your feedback on how we can better serve you along your journey. We need your input to continually evolve as a company and to continuously improve the overall Customer Experience. It is our mission to provide you with the ultimate Customer Experience that creates the memories you will cherish for a lifetime!

Sincerely,

Nate Goldenberg Operating Partner e: ngoldenberg@brinkleyrv.com Brian Hess Director of Service Operations e: <u>bhess@brinkleyrv.com</u>

## SECTION 2—THE BRINKLEY RV ONE (1) YEAR LIMITED BASE WARRANTY

Brinkley RV provides you with two types of Limited Warranties with the purchase of your recreational vehicle (the "RV") (see Section 4 for Component Manufacturer additional warranties). These Limited Warranties outline what Brinkley RV will cover and what we will do if a defect exists. Please read these documents closely before you purchase the RV so that you understand your warranty protections. The two (2) Limited Warranties that Brinkley RV provides are as follows:

- (1) A One (1) Year Limited Base Warranty; and
- (2) A Three (3) Year Limited Structural and Seals Warranty.

These two (2) warranties are contained within Sections 2 and Section 3 immediately below.

## 2.1—What Does This Limited Warranty Cover?

Brinkley RV, LLC ("Brinkley RV") provides a One (1) Year ("Warranty Period") Limited Base Warranty against certain defects in materials and/or workmanship for the RV that may arise from normal use and service to the Retail Consumer Owner ("Owner") throughout the duration of the Warranty Period for the RV. This Warranty only covers material components and parts of the RV manufactured and made by Brinkley RV and the labor provided directly by Brinkley RV. It does not cover parts that are not made or manufactured by Brinkley RV. In addition to the foregoing and the other limitations and restrictions outlined in this document, this Limited Base Warranty only covers an RV sold by an Authorized Brinkley RV Dealer to the original retail Owner or its assigned/transferred retail Owner.

NOTE: YOUR WARRANTY REGISTRATION MUST BE COMPLETED WITHIN THE DESIGNATED REGISTRATION TIME FRAME TO BE ELIGIBLE FOR ALL PROVIDED WARRANTIES. TRANSFER OF THIS WARRANTY CAN ONLY OCCUR WHEN THE REGISTRATION INFORMATION IS UPDATED AND WILL REMAIN LIMITED TO THE WARRANTY PERIOD PROVIDED TO THE ORIGINAL OWNER AND TO THE PRIMARY ONE (1) YEAR LIMITED WARRANTY.

The Warranty Period starts immediately upon purchase.

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 THAT 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 RV, OR THE REPAIR/ALTERATION OF SUCH RV. ANY REPAIR OR ALTERATION TO THE RV SPECIFICALLY VOIDS THIS WARRANTY. ANY COMMERCIAL USE, RENTAL, OR BUSINESS USE OF THE RV VOIDS THIS AND ALL OTHER WARRANTIES PROVIDED BY BRINKLEY RV.

## 2.2—What Type of Things Are Excluded from the Warranty?

## THIS WARRANTY DOES NOT COVER:

1. Defects in any items or labor that are covered by a separate warranty from the original component manufacturer of any part that is utilized by Brinkley RV in manufacturing the RV (See Section 4 below).

- 2. Defects in any component parts, including labor, due to the aftermarket modification or additions made to the RV which are not considered original to the RV or which were not manufactured by Brinkley RV.
- 3. Any defects in work, labor, materials, or parts not manufactured by, performed by, or made by Brinkley RV.
- 4. Repairs or replacements for scratches, dents, and rust on any interior or exterior surface of the RV and its components.
- 5. Damage caused by road surface conditions, applications of salt or de-icing chemicals, gravel and sand, ruts, potholes and holes, curbs, or any other road condition causing damage.
- 6. Deterioration or damage due to normal wear and tear, fading, yellowing, or aging due to UV or sunlight, weather exposure, or deterioration caused by prolonged exposure to natural elements.
- 7. Damage caused by the environment or weather, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, extreme cold, and acts of God.
- 8. Damage, repairs, or replacements made necessary by negligence, negligent use, abuse, misuse, or resulting from accidents.
- 9. Damage, repairs, or replacements caused by modifications and/or alterations in or to the original build and design of the RV.
- 10. Damage caused by improper weight distribution or overloading the unit beyond its stated gross weight limitations.
- 11. Repairs or replacements made necessary because of a failure to perform and follow routine and ordinary maintenance procedures and adjustments as recommended by Brinkley RV, the component manufacturer, or a Brinkley RV Dealer.
- 12. Any defect caused in-transit to or from a Dealer, or to and from the Owner by the Owner or any other person.
- 13. RVs purchased anywhere other than from an Authorized Brinkley RV Dealer.
- 14. Vehicles used for disaster relief, rental, or business purposes, or any other purpose that causes an acceleration of wear and tear to the RV beyond normal and ordinary personal and/or recreational use of the RV.
- 15. Vehicles registered and/or used outside the U.S. and Canada.
- 16. Damage caused by unregulated water pressure, tank overfill, failure to winterize the RV, or plumbing system modifications resulting in water damage to flooding of the RV.
- 17. Damage caused by unprotected electrical hook-ups of any kind, power surges, lightning, circuit overload, or electrical system modifications.
- 18. Damage caused by improper ventilation resulting in excessive condensation that causes water damage, mold, and/or mildew.
- 19. Damage caused by an infestation by insects, rodents, or animals of any kind.



- 20. Damage caused by the tow vehicle hitch, equalizer, stabilizer, electrical systems, or brake controller systems.
- 21. Exterior paint or finish which is warranted independently by the paint manufacturer and/or independent applicator, and
- 22. Any other items not listed here that were not within Brinkley RV's control.

## 2.3—How to Obtain Warranty Services

Defective parts and workmanship will be repaired and/or replaced by Brinkley RV, an Authorized Brinkley RV Dealer, or a Brinkley RV Authorized Mobile Technician provided that the following terms are met:

1. The person seeking the replacement of the defective part or labor must be the original Owner or a subsequent Owner by transfer or assignment within the Warranty Period.

## NOTE: ANY TRANSFER AND/OR ASSIGNMENT DOES NOT EXTEND THE WARRANTY PERIOD.

2. The defective material or workmanship for which the warranty work and/or part is sought must be to the RV and/ or its components only.

**Example:** Damage caused to the tow vehicle, structures, or other property is not covered. Only the RV is covered.

- 3. The other terms and conditions of this Limited Warranty (within <u>Section 2</u>) must also be satisfied.
- 4. Brinkley RV or the Authorized Brinkley RV Dealer that originally sold the RV 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.
- 5. Following notification, the RV must be taken to:
  - The Authorized Dealer from whom you purchased it for inspection.
  - Another Authorized Dealer, if authorized by Brinkley RV.
  - An authorized repair shop as directed by Brinkley RV; or
  - If approved by Brinkley RV, a Brinkley Authorized Mobile Technician will travel to your location to conduct the repairs.

## NOTE: SEE ALSO <u>SECTION 2.4</u>. UPON PROVIDING NOTICE, YOU HAVE NINETY (90) DAYS TO TAKE ACTION TO PERMIT REPAIR OR FILE A LEGAL ACTION TO ENFORCE YOUR RIGHTS.

6. The Party designated by Brinkley RV in Paragraph 5 above will undertake appropriate corrective repairs in instances where the defect in materials and workmanship are covered by this Limited Warranty.

## BRINKLEY RV ALSO RESERVES THE RIGHT TO USE OR PERMIT THE USE OF ALTERNATIVE PARTS OR COMPONENTS HAVING SUBSTANTIALLY EQUAL OR GREATER QUALITY.

IN NO EVENT SHALL A REPAIR OR REPLACEMENT FOR A DEFECT BE COVERED UNDER THIS LIMITED WARRANTY UNLESS THE REPAIR OR REPLACEMENT OCCURS AT EITHER BRINKLEY RV'S FACILITIES, A BRINKLEY RV DESIGNATED REPAIR SHOP, AN AUTHORIZED BRINKLEY RV DEALERSHIP, OR PERFORMED BY A BRINKLEY AUTHORIZED MOBILE TECHNICIAN.

## ALL COSTS INCURRED IN TRANSPORTING THIS RV FOR WARRANTY SERVICE SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE APPROVED IN ADVANCE BY BRINKLEY RV.

## 2.4—What Are the Owner's Obligations?

THE OWNER SHALL GIVE NOTICE OF WARRANTY CONCERN TO BRINKLEY RV'S AGENT OR DEALER WITHIN TWENTY (20) DAYS AFTER IT IS OR SHOULD HAVE BEEN DISCOVERED, AND ANY LEGAL OR OTHER ACTION TO ENFORCE IT SHALL BE COMMENCED NOT MORE THAN NINETY (90) DAYS THEREAFTER. OTHERWISE, THE OWNER WILL HAVE WAIVED ANY SUCH DEFECT AND CLAIM, AND ANY AND ALL DAMAGES ARISING AS A RESULT THEREOF.

The Owner must perform reasonable and necessary maintenance upon the RV and use the RV in accordance with the component manufacturers and Brinkley RV's directions and recommendations. Among the other requirements under this Warranty, the Owner must also:

- 1. Maintain the RV in accordance with the maintenance requirements contained in the Owner's Manual.
- 2. Make minor adjustments after ninety (90) days of ownership including, but not limited to: doors, drawers, latches, regulators, controls, and mechanisms.
- 3. Maintain all interior sealants around the sinks, countertops, shower doors, and shower surrounds, and any other high use water areas, which must be inspected every six (6) months and replaced as needed to ensure there are no gaps or voids.

## NOTE: All seals and sealants utilized on the exterior structure of the RV are covered by the Three (3) Year Limited Structural and Seals Warranty outlined in Section 3 of this document.

4. Return their vehicle to an Authorized Brinkley RV Dealer or utilize a Brinkley RV Authorized Mobile Technician for repairs.

If you believe that you have a claim under this Warranty, locate and contact your nearest Authorized Brinkley RV Dealer to schedule an appointment. Be prepared to provide:

- Your Vehicle Identification Number (VIN).
- The date of purchase.
- A detailed description of the issue or concern.

If you cannot locate an Authorized Dealer, please visit Brinkley RV's website or contact Brinkley RV Customer Care directly for immediate assistance.

Brinkley RV Website:www.BrinkleyRV.comEmail:CustomerCare@BrinkleyRV.comPhone:(574) 501-4280 (include hours available if not 24/7)

## 2.5—What are the Brinkley RV Authorized Dealer's Responsibilities?

At the time of purchase, and any time thereafter that the Owner requests, Brinkley RV Authorized Dealers shall:

- 1. Perform a thorough walk-through of the RV and its components to ensure that the RV Owner understands the operation, use, and safety requirements of the RV.
- 2. Review the RV Warranties, Owner's Manual, and the operating and instruction guides for the RV and its components.
- 3. Inform the customer on how to obtain service, both locally and while in transit.

## BRINKLEY RV IS NOT RESPONSIBLE OR LIABLE FOR ANY FAILURES, BREACHES, NEGLIGENCE, INATTENTION, OR PROBLEMS ON THE PART OF THE DEALER.

IMPORTANT: IF YOU DO NOT FEEL COMFORTABLE THAT THE BRINKLEY RV AUTHORIZED DEALER PROVIDED YOU THE ABOVE WITH THE DETAIL AND CLARITY REQUIRED FOR YOU TO BE COMFORTABLE THAT YOU CAN SAFELY AND PROPERLY USE YOUR BRINKLEY RV, PLEASE CONTACT BRINKLEY RV CUSTOMER CARE DIRECTLY.

## 2.6—What Events Discharge Brinkley RV from the Obligations Under This Warranty?

Brinkley RV is not responsible if any of the following conditions occur:

- 1. The damage or defect occurs after the expiration date of this Limited Warranty.
- 2. Failure by Owner to notify Brinkley RV or its Authorized Brinkley RV Dealer within the effective time period of this Limited Warranty.
- 3. Failure by Owner to comply with the provisions in Section 2 of this Warranty Guide.

## 2.7—Activating the Component Manufacturer Warranties (Component Warranties)

As stated above, some components, accessories, or equipment are not covered by this Base Limited Warranty. However, those items may have coverage provided by the component manufacturer. These warranties are wholly separate from this Limited Base Warranty, and in some cases may be longer and/or have specific coverage provisions and requirements.

These warranties will become activated once the RV is registered. To receive direct notification and communication from the component manufacturer, it is recommended for the individual component registrations be completed and returned to the component manufacturer. These forms and documents will be located with the Owner's Materials provided with your new RV. You must complete and submit them to the respective manufacturer as quickly as possible and within the time periods required by those warranties.

For a complete listing of the additional warranties afforded to you, please see Section 4 of this Warranty Guide.

## 2.8—Disclaimer of Consequential, Incidental, and Punitive Damages

THE ORIGINAL RETAIL OWNER OF THE RV AND ANY PERSON TO WHOM THE RV IS TRANSFERRED, ASSIGNED, 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 BRINKLEY RV ANY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECT IN THE RV, OR LOSS OF USE, TIME, OR REVENUES. THIS WARRANTY ALSO EXCLUDES COSTS OF TRANSPORTATION TO ANY AUTHORIZED DEALER OR SERVICE REPRESENTATIVE OR TO BRINKLEY RV TO GET WARRANTY SERVICE, LOSS OF USE OF THE RV, 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.

NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE DAMAGES. AS SUCH, THESE LIMITATIONS MAY NOT APPLY TO YOU.

## 2.9—Other Provisions, Disclaimers, and Exclusions

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 EXCLUDED IN THIS LIMITED WARRANTY.

IF ANY MODEL OR SAMPLE IS SHOWN TO THE OWNER PRIOR TO THE PURCHASE OF THE RV, SUCH SAMPLE OR MODEL WAS MERELY TO ILLUSTRATE A GENERAL TYPE OF QUALITY AND NOT TO REPRESENT THAT THE RV 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.

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

THERE IS NO EXPRESSED OR IMPLIED WARRANTY MADE BY BRINKLEY RV 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 RV MUST BE REGISTERED AT THE TIME OF PURCHASE AND NO LATER THAN TWO WEEKS (14 DAYS) FROM THE DATE OF PURCHASE; OTHERWISE, THIS LIMITED WARRANTY WILL NOT BE EFFECTIVE. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS WARRANTY.

NOTE: SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **DESIGN CHANGES**

Brinkley RV reserves the right to change the design of its RV from time to time without notice and without obligation to make corresponding changes in its products previously manufactured. Brinkley intends to continuously change and improve its products. Such changes and improvements are not an admission of fault of any kind and do not extend any of the warranties contained in this Warranty Guide beyond their stated coverage and duration.

## **COSTS AND ATTORNEY FEES**

Any warranty claim asserted or brought in violation of this Limited Warranty, or any claim brought against Brinkley RV, directly or indirectly, under which the Owner or any other person or entity seeks to broaden the terms of the Limited Warranty or under which the Owner or any other person fails to successfully prevail on any issue or matter of any type or nature, shall entitle Brinkley RV to recover its costs, damages, and reasonable attorney 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. It is the Owner's responsibility to understand these additional rights, if any, that are provided by state law.

## 2.10—Owner Acknowledgment

BY REGISTERING OR HAVING YOUR RV REGISTERED IN YOUR NAME, OR BY ASSERTING A CLAIM UNDER THIS LIMITED WARRANTY, THE OWNER (INCLUDING ALL TRANSFERS AND ASSIGNS) IS AGREEING ON BEHALF OF THE OWNER AND ALL ASSIGNS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

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## SECTION 3-THE BRINKLEY RV THREE (3) YEAR LIMITED STRUCTURAL AND SEALS WARRANTY

## 3.1—What Does This Warranty Cover?

Brinkley RV, LLC ("Brinkley RV") provides this Three (3) Year (the "Warranty Period") Limited Structural and Seals Warranty against certain defects in materials and/or workmanship for the "Structural and Seal Components" (as defined below) manufactured by, and workmanship provided directly by, Brinkley RV arising under normal use and service to the Structural and Seals Components of the RV to the Original Retail Consumer Owner (the "Original Owner") for the Warranty Period. This Warranty only covers material components and parts of the Structural and Seals Components manufactured by and made by Brinkley RV and labor provided directly by Brinkley RV. In addition to the foregoing and the other limitations and restrictions set forth in this Limited Warranty, this Limited Warranty only covers a Brinkley manufactured RV sold to the Original Owner by an Authorized Brinkley RV Dealer provided the registration was received within the two-week (14 days) registration period, and no later than the thirty (30) day grace period set forth above. This Warranty is not assignable to any person or entity beyond the Original Owner. The Warranty Period starts immediately upon purchase.

"Structural Components" consist of materials and/or workmanship directly attributable to Brinkley RV and includes:

- The laminated fiberglass sidewalls assemblies.
- The laminated fiberglass rear wall assembly.
- The front wall assembly excluding any molded fiberglass front/rear cap
- The sidewalls and front walls of any slide-out rooms.
- The roof assembly.
- The floor assembly.
- The chassis (also known as the frame) assembly.

"Seal Components" consist of materials and or workmanship directly attributable to Brinkley RV and includes:

- Any seals, sealants, tapes, and gaskets utilized on the RV for the purposes of sealing the exterior of the RV from intrusion of water, air, or dust, as well as to maintain the structural integrity between joined services.
- For the purposes of this Warranty, the seals, sealants tapes and gaskets utilized on the interior living areas of the RV are not covered. They remain covered by the Limited One (1) Year Warranty outlined above.

For purpose of this Limited Structural and Seals Warranty, the term "assembly" or "assemblies" means only those components that provide structural integrity to the RV and generally consists of wood or wood alternatives, aluminum, steel, foam, adhesives, and/or structural fasteners.

**EXAMPLE:** The windows of the RV, although contained within the sidewalls, rear walls, front walls, and slide-outs of the RV, are not Structural components or considered part of the assembly or assemblies described in this section.

**NOTE:** On the seals and gaskets covered by this Warranty, there are different maintenance requirements for the exterior seals and gaskets that are interior to the structure versus the sealants visible on the exterior of the unit. See Section 3.4 below for details pertaining to the exterior seals maintenance.

**NOTE:** See also Section 2.4 for details pertaining to the interior seals maintenance. These are the seals that are interior to the coach in the living quarters and compartment areas.

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 THAT 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 AND/OR SEALS COMPONENTS, OR THE REPAIR OR ALTERATION OF SUCH STRUCTURAL AND/OR SEALS COMPONENTS. ANY REPAIR OR ALTERATION TO THE STRUCTURAL COMPONENTS SPECIFICALLY VOIDS THIS WARRANTY. ANY COMMERCIAL USE, RENTAL, OR BUSINESS USE OF THE RV VOIDS THIS AND ALL OTHER WARRANTIES PROVIDED BY BRINKLEY RV.

3.2—What Type of Things Are Excluded from the Warranty?

THIS WARRANTY DOES NOT COVER:

- 1. Defects in any component parts or labor performed by Brinkley RV to manufacture the RV that are not considered the Structural and/or Seals Components of the RV.
- 2. Defects in any Structural and Seals Components or labor which are covered by a separate warranty from the original Structural Component manufacturer of any part that is utilized by Brinkley RV in manufacturing the RV (See Section 4 below).
- 3. Defects in any component parts, including labor, due to the aftermarket modification or additions made to the RV which are not considered the RV or which were not manufactured by Brinkley RV.
- 4. Any defects in work, labor, materials, or parts not actually manufactured by, performed by, or made by Brinkley RV.
- 5. Repairs or replacements for scratches, dents, and rust on any interior or exterior surface of the Structural and/or Seals Components.
- 6. Damage to Structural and/or Seals Components caused by road surface conditions, applications of salt or deicing chemicals, gravel and sand, ruts, potholes and holes, curbs, or any other road condition causing damage.
- 7. Deterioration or damage to Structural and/or Seals Components due to normal wear and tear, fading, yellowing, or aging due to UV or sunlight, weather exposure, or deterioration caused by prolonged exposure to natural elements.
- 8. Damage to Structural and/or Seals Components caused by the environment or weather, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, extreme cold, and acts of God.
- 9. Damage, repairs, or replacements of Structural and/or Seals Components made necessary by negligence, negligent use, abuse, misuse, or resulting from accidents.
- 10. Damage, repairs, or replacements of Structural and/or Seals Components caused by modifications and/or alterations in or to the original build and design of the RV.
- 11. Damage to Structural and/or Seals Components caused by improper weight distribution or overloading the unit beyond its stated gross weight limitations.

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- 12. Repairs or replacements of Structural and/or Seals Components made necessary by reason of a failure to perform and follow routine and ordinary maintenance procedures and adjustments as recommended by Brinkley RV, the component manufacturer, or a Brinkley RV Dealer.
- 13. Any defect or damage to Structural and/or Seals Components caused in-transit to or from a Dealer or to and from the Owner by the Owner or any other person.
- 14. RVs purchased anywhere other than from an Authorized Brinkley RV Dealer.
- 15. Vehicles used for disaster relief, rental, business purposes, or any other purpose that causes an acceleration of wear and tear to the RV beyond normal and ordinary personal and/or recreational use of the RV.
- 16. Vehicles registered and/or used outside the U.S. and Canada.
- 17. Damage to Structural and/or Seals Components caused by unregulated water pressure, tank overfill, failure to winterize the RV, or plumbing system modifications resulting in water damage to flooding of the RV.
- 18. Damage to Structural and/or Seals Components caused by unprotected electrical hook-ups of any kind, power surges, lightning, circuit overload, or electrical system modifications.
- 19. Damage to Structural and/or Seals Components caused by improper ventilation resulting in excessive condensation that causes water damage, mold, and/or mildew.
- 20. Damage to Structural and/or Seals Components caused by an infestation by insects, rodents, or animals of any kind.
- 21. Damage to Structural and/or Seals Components caused by the tow vehicle hitch, equalizer, stabilizer, electrical systems, or brake controller systems.
- 22. Any other items not listed here that were not within Brinkley RV's control.

## 3.3—How to Obtain Structural and Seals Warranty Services

Defective parts and workmanship of Structural and/or Seals Components will be repaired and/or replaced by Brinkley RV, an Authorized Brinkley RV Dealer, or a Brinkley RV Authorized Mobile Technician provided that the following terms are met:

1. The person seeking the replacement of the defective part or labor must be the Original Owner.

## NOTE: THIS LIMITED STRUCTURAL AND SEALS WARRANTY IS NOT TRANSFERABLE OR ASSIGNABLE.

2. The defective Structural and/or Seals Component material or workmanship for which the warranty work and/or part is sought must be to the RV and/or its components only.

**EXAMPLE:** Damage caused to the tow vehicle, structures, or other property is not covered. Only the RV is covered.

- 3. The other terms and conditions of this Limited Structural Warranty (within Section 3) must also be satisfied.
- 4. Brinkley RV AND the Authorized Brinkley RV Dealer that originally sold the RV must be notified of the covered Structural and/or Seals Component 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.

- 5. Following notification, the RV must be taken to:
  - a. The Authorized Brinkley RV Dealer from whom you purchased it for inspection.
  - b. Another Authorized Brinkley RV Dealer, if authorized by Brinkley RV.
  - c. An authorized repair shop as directed by Brinkley RV.

d. If approved by Brinkley RV, a Brinkley Authorized Mobile Technician will travel to your location to conduct the repairs.

## NOTE: SEE ALSO <u>SECTION 3.4</u>. UPON PROVIDING NOTICE, YOU HAVE NINETY (90) DAYS TO TAKE ACTION TO PERMIT REPAIR OR FILE A LEGAL ACTION TO ENFORCE YOUR RIGHTS.

6. The Party designated by Brinkley RV in Paragraph 5 above will undertake appropriate corrective repairs in instances where the defect in Structural and/or Seals Component materials and workmanship are covered by this Limited Structural and Seals Warranty.

IN NO EVENT SHALL REPAIR OR REPLACEMENT FOR A STRUCTURAL AND/OR SEAL COMPONENT DEFECT BE COVERED UNDER THIS WARRANTY UNLESS THE REPAIR OR REPLACEMENT OCCURS AT BRINKLEY RV'S FACILITIES, BRINKLEY RV'S DESIGNATED REPAIR SHOP OR AUTHORIZED DEALER, OR BY A BRINKLEY RV AUTHORIZED MOBILE TECHNICIAN.

UPON DISCOVERY OF ANY DEFECT COVERED BY THIS WARRANTY, YOU MUST NOTIFY THE AUTHORIZED DEALER FROM WHOM YOU PURCHASED THE RV. YOU MUST ALWAYS NOTIFY BRINKLEY RV AS WELL EVEN IF YOU CONTACT THE DEALER FROM WHOM YOU PURCHASED THE RV. FURTHER, NO WORK MAY BE PERFORMED ON THE STRUCTURAL AND/OR SEAL COMPONENTS WITHOUT THE PRIOR AUTHORIZATION OF BRINKLEY RV.

ALL COSTS INCURRED IN TRANSPORTING THIS RV FOR WARRANTY SERVICE SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE APPROVED IN ADVANCE BY BRINKLEY RV.

## 3.4—What Are the Owner's Obligations?

THE OWNER SHALL GIVE NOTICE OF WARRANTY CONCERN TO BRINKLEY RV'S AGENT OR DEALER WITHIN TWENTY (20) DAYS AFTER IT IS OR SHOULD HAVE BEEN DISCOVERED, AND ANY LEGAL OR OTHER ACTION TO ENFORCE IT SHALL BE COMMENCED NOT MORE THAN NINETY (90) DAYS THEREAFTER. OTHERWISE, THE OWNER WILL HAVE WAIVED ANY SUCH DEFECT AND CLAIM, AND ANY AND ALL DAMAGES ARISING AS A RESULT THEREOF.

The Owner must perform reasonable and necessary maintenance upon the RV and use the RV in accordance with the component manufacturers and Brinkley RV's directions and recommendations. Among the other requirements under this Warranty, the Owner must also:

- 1. Maintain the RV and its Structural Components in accordance with the maintenance requirements contained in the Owner's Manual;
- 2. Inspect for damage and maintain all visible exterior sealants regularly to ensure there are no gaps or voids or damage to the visible exterior seals; and

- 3. Inspect for visible damage any of the exterior seals of the RV that are not visible on the exterior of the RV regularly. The exterior seals (tapes, sealants) of the RV that are not exteriorly visible are located beneath the exterior surface of the RV's exterior roof, walls, floors, and exterior components including, but not limited to, AC units, roof vents, solar panels, windows, front or rear fiberglass or composite caps, exterior lenses and lighting, floor line attachments of the exterior metal cladding, awnings, and any other exterior component that is connected to the structure of the RV. If any of the seals appear to be compromised, report the same to your selling Dealer and Brinkley RV and seek service.
- 4. Return their vehicle to an Authorized Brinkley RV Dealer or utilize a Brinkley RV Authorized Mobile Technician for repairs.

If you believe that you have a claim under this Warranty, locate and contact your Authorized Brinkley RV Dealer to schedule an appointment. Be prepared to provide:

- 1. Your Vehicle Identification Number (VIN);
- 2. The date of purchase; and
- 3. A detailed description of the issue or concern.

If you cannot locate an Authorized Dealer, please visit Brinkley RV's website or contact Brinkley RV Customer Care directly for immediate assistance.

## 3.5—What Events Discharge Brinkley RV from the Obligations Under This Warranty?

Brinkley RV is not responsible if any of the following conditions occur: 1. The Structural and/or Seals Component damage or defect occurs after the expiration date of this Limited Warranty;

2. Failure by Owner to notify Brinkley RV or its Authorized Brinkley RV Dealer in writing within the effective time period of this Limited Structural and Seals Warranty; and

3. Failure by Owner to comply with the provisions Section 3 of this Warranty Guide.

## 3.6—Disclaimer of Consequential, Incidental, and Punitive Damages

THE ORIGINAL RETAIL OWNER OF THE RV AND ANY PERSON TO WHOM THE RV IS TRANSFERRED, ASSIGNED, GIVEN OR CONVEYED, AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFICIARY OF THIS LIMITED STRUCTURAL AND SEALS WARRANTY, SHALL NOT BE ENTITLED TO RECOVER FROM BRINKLEY RV ANY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES RESULTING FROM ANY STRUCTURAL AND/OR SEALS DEFECT IN THE RV, OR LOSS OF USE, TIME, OR REVENUES. THIS WARRANTY ALSO EXCLUDES COSTS OF TRANSPORTATION TO ANY AUTHORIZED DEALER OR SERVICE REPRESENTATIVE OR TO BRINKLEY RV TO GET WARRANTY SERVICE, LOSS OF USE OF THE RV, 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.

NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE DAMAGES. AS SUCH, THESE LIMITATIONS MAY NOT APPLY TO YOU.

## 3.7—Other Provisions, Disclaimers, and Exclusions

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 EXCLUDED IN THIS LIMITED WARRANTY. IF ANY MODEL OR SAMPLE IS SHOWN TO THE OWNER PRIOR TO THE PURCHASE OF THE RV, SUCH SAMPLE OR MODEL WAS MERELY TO ILLUSTRATE A GENERAL TYPE OF QUALITY AND NOT TO REPRESENT THAT THE RV 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.

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

THERE IS NO EXPRESSED OR IMPLIED WARRANTY MADE BY BRINKLEY RV BEYOND THAT CONTAINED IN THE LIMITED STRUCTURAL AND SEALS WARRANTY ABOVE. THE ABOVE-REFERENCED LIMITED STRUCTURAL AND SEALS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES. TO ACTIVATE THE LIMITED STRUCTURAL AND SEALS WARRANTY, THE RV MUST BE REGISTERED AT THE TIME OF PURCHASE AND NO LATER THAN TWO WEEKS (14 DAYS) FROM THE DATE OF PURCHASE; OTHERWISE, THIS LIMITED STRUCTURAL AND SEALS WARRANTY WILL NOT BE EFFECTIVE. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS WARRANTY.

NOTE: SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **DESIGN CHANGES**

Brinkley RV reserves the right to change the design of its RV from time to time without notice and without obligation to make corresponding changes in its products previously manufactured. Brinkley intends to continuously change and improve its products. Such changes and improvements are not an admission of fault of any kind and do not extend any of the warranties contained in this Warranty Guide beyond their stated coverage and duration.

### COSTS AND ATTORNEY FEES

Any warranty claim asserted or brought in violation of this Limited Structural and Seals Warranty, or any claim brought against Brinkley RV, directly or indirectly, under which the Owner or any other person or entity seeks to broaden the terms of the Limited Warranty or under which the Owner or any other person fails to successfully prevail on any issue or matter of any type or nature, shall entitle Brinkley RV to recover its costs, damages, and reasonable attorney 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. It is the Owner's responsibility to understand these additional rights, if any, that are provided by state law.

## 3.8—Owner Acknowledgment

BY REGISTERING OR HAVING YOUR RV REGISTERED IN YOUR NAME, OR BY ASSERTING A CLAIM UNDER THIS LIMITED STRUCTURAL AND SEALS WARRANTY, THE OWNER IS AGREEING ON BEHALF OF THE OWNER AND ALL ASSIGNS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

> BRINKLEY CUSTOMER CARE: phone: 888.502.3460 or 574.501.4280 / email: <u>CustomerCare@BrinkleyRV.com</u> SAFERIDE 24/7 - EMERGENCY ROADSIDE ASSISTANCE: 888.482.5715 / Customer Service: 855.963.1770

## SECTION 4-COMPONENT MANUFACTURER WARRANTY INFORMATION

Each component manufacturer provides its own warranty for the components on your Brinkley RV. This warranty information is current at the time of publication but is subject to change at any time per the component manufacturer. Details can be found on the manufacturers' websites or by contacting them directly.

The table below provides the warranties afforded to you by the component manufacturers and their contact information. The links below will take you to the warranty on the manufacturer's website (if available online). If the warranty is not available online, the warranty text is at the back of this guide at the page number noted.

Component	Brand Name	Components Manufacturer's Warranty	Component Manufacturer's Website	Component Manufacturer's Phone Number
Air Conditioner	Furrion	Two-Year Limited Warranty	<u>furrion.com</u>	888-354-5792
Awnings	Dometic	One-year Limited Warranty	<u>dometic.com</u>	(574)294-2511
Axles	Curt	Six-Year Limited Warranty (One year for Bearings and Seals)	lci1.com	(574)537-8900
Baggage Doors	Lippert	One-year Limited Warranty	lci1.com	(574)537-8900
Converter	WFCO	Two-year Limited Warranty	wfcoelectronics.com	(877)294-8997
Entry Door	Lippert	One-year Limited Warranty	lci1.com	(574)537-8900
Entry Steps	Lippert	One-year Limited Warranty	lci1.com	(574)537-8900
Fireplace	Dave Carter and Associates	One-year Limited Warranty	<u>davecarter.com</u>	(352)732-2992
Frame (Chassis)	Lippert	One-year Limited Warranty	lci1.com	(574) 537-8900



Component	Brand Name	Components Manufacturer's Warranty	Component Manufacturer's Website	Component Manufacturer's Phone Number
Furnace	Airxcel- Suburban Division	Two-year Limited Warranty (see <u>owner's manual</u> )	suburbanrv.com/products/	(423)775-2131
Graphics	Vomela Specialty Co.	Five-year Limited Warranty	<u>vomela.com</u>	(574)522-6016
Leveling System	BAL	One-year Limited Warranty	https://balrvproducts.com/	877-557-7788
Load Center	WFCO	Two-year Limited Warranty	wfcoelectronics.com	(877)294-8997
Microwave	Furrion	One-year Limited Warranty	<u>furrion.com</u>	(888)354-5792
Range Top/Oven Combo	Furrion	One-year Limited Warranty	<u>furrion.com</u>	(888)354-5792
Refrigerator	Furrion	Two-year Limited Warranty	furrion.com	(888)354-5792
Roof Membrane	Alpha Systems	20-year Limited Warranty	alphallc.us	(800)462-4698
Slide-Out Mechanisms	Lippert	One-year Limited Warranty	lci1.com	(574)537-8900
Sofas	Lippert	One-year Limited Warranty	lci1.com	(574)537-8900
Solar Charging System	Furrion	Two-year Limited Warranty	furrion.com	(888)354-5792



Component	Brand Name	Components Manufacturer's Warranty	Component Manufacturer's Website	Component Manufacturer's Phone Number
Stereo	Progressive Distribution	One-year Limited Warranty	progressivedistribution .net	(616) 878-3500
Suspension System	Lippert	One-year Limited Warranty	<u>lci1.com</u>	(574)537-8900
Televisions	QAV	<u>One-year Limited Warranty</u>	<u>qavrv.com</u>	(574)970-8349
Thermostat	Furrion	One-year Limited Warranty	furrion.com	(888)354-5792
Tires	Goodyear	<u>No Fault One-year Limited</u> <u>Warranty. Two-year complimentary</u> <u>roadside assistance. Five-year</u> <u>Limited Warranty from tire</u> <u>manufacture date. Lifetime</u> <u>Structural Warranty on all wheels.</u>	https://www.tredittire.com/	(855) 8-TREDIT
Toilet	Dometic	One-year Limited Warranty Dometic.com		(800) 544-4881
TPMS	TST	Three-year Limited Warranty	<u>tsttruck.com/warranty</u>	(770)889-9102
TV Antenna	Winegard	<u>Two-year Limited Warranty, Parts.</u> <u>One-year Limited Warranty, Labor.</u>	winegard.com	(800)288-8094
Water Heater	Furrion	Two-year Limited Warranty	furrion.com	(888)354-5792
Water Pump	SeaFlo	One-year Limited Warranty (See <u>owner's manual</u> )		(574)891-4994
Windows	Lippert	One-year Limited Warranty	<u>lci1.com</u>	(574)537-8900

## NOTE: COMPONENT WARRANTIES BEGIN AT THE START OF RETAIL PURCHASE. RV REGISTRATION MUST BE SUBMITTED WITHIN THE REQUIRED TIME FRAME TO BE ELIGIBLE FOR ALL PROVIDED WARRANTIES.

## **ALPHA ROOFING MEMBRANE LIMITED WARRANTY**

## ALPHA SYSTEMS MEMBRANE LIMITED TWENTY-YEAR WARRANTY

### RUBBER ROOF MEMBRANE

- 1. Warranty. This Limited Warranty from Alpha Systems LLC ("Alpha") applies solely to the original retail purchaser of a finished product ("Product"") that includes a roof membrane supplied by Alpha (the "Alpha Roof Membrane"). Alpha warrants to the original retail purchaser (the "Purchaser") that for a period of twenty (20) years from the original purchase date of the Product, the Alpha Roof Membrane shall be free from defects in materials that cause the Alpha Roof Membrane to degrade, deteriorate, or dry rot. This Limited Warranty is non-transferable. The Limited Warranty is a performance-based warranty and does not cover the appearance of the Alpha Roof Membrane. Alpha is a supplier to the RV Industry and does not install the roof membrane.
- 2. Coverages. This Limited Warranty constitutes the exclusive remedy against Alpha for all defects of the Alpha Roof Membrane. The exclusive remedies available to Purchaser shall be at Alpha's sole and absolute discretion, to provide either: (i) material for the replacement of the defective portion of the Alpha Roof Membrane; or (ii) a credit to Purchaser toward the purchase of a new Alpha Roof Membrane equal to the estimated material cost to repair the defective Alpha Roof Membrane.

For twenty (20) years from the date of purchase, this Limited Warranty will cover one hundred percent (100%) of the cost of materials on an approved claim. Alpha Systems does not install the Roof Membrane and is not responsible for any problems relating directly or indirectly from the installation of the Roof Membrane.

With respect to the cost of labor, for the first two (2) years from the date of purchase, this Limited Warranty will cover one hundred percent (100%) of labor costs on an approved claim. Alpha must approve the application to be used and Alpha Systems will pay a maximum rate of .8 hours per lineal foot of coach. Alpha will not pay for any removal or installation of any non-Alpha accessories including all underlayments, vents, skylights, antenna, etc. Costs will be reduced on a pro rata basis beginning with the third year and continuing until five years from the date of purchase. For any approved claim made during Year 3, this Limited Warranty will cover sixty percent (60%) of the cost of labor. After Year 3, there shall be a pro rata reduction of this Limited Warranty's coverage for the cost of labor as follows: Coverage for Year 4- 40%; Year 5- 20%. Any claim made after five years from the date of purchase shall not include the cost of labor.

- **3. Purchaser's Obligations.** Purchaser is responsible for inspecting the Alpha Roof Membrane at the time of delivery. The Purchaser is responsible for the normal maintenance and care of the Alpha Roof Membrane. The Purchaser should read and follow all care and maintenance instructions for the cleaning and maintenance of the Alpha Roof Membrane. Purchaser should conduct at least quarterly inspections of the Alpha Roof Membrane.
- **4.** Claim Procedure. Within thirty (30) days after discovering a purported defect in the Alpha Roof Membrane, the Purchaser must deliver written notice of the purported defect to Alpha Systems LLC, 5120 Beck Drive, Elkhart, Indiana 46516. Purchaser may also email Alpha Systems at <u>warranty@alphallc.us</u>. The notice from Purchaser must include a description of the defect, the name of the manufacturer, type of unit purchased, original date of purchase, Vehicle Identification Number (VIN), color photographs of the defect(s) in the Alpha Roof Membrane (including an overall view of the roof), and a copy of the original sales receipt. Failure to provide such notice to Alpha within (30) days after discovery of a purported defect will delay any warranty claim.

Purchaser must notify Alpha of any problems believed to require warranty service. Upon receipt of such notice, an Alpha representative will investigate the claim with the supplied information and/or request to have the unit brought to

Alpha or one of its representatives within a reasonable time after receiving Purchaser's written notice. Alpha will arrange for repair or replacement of the defective part(s) of the Alpha Roof Membrane pursuant to the terms of this Limited Warranty. Any roof work performed on the Alpha Roof Membrane prior to receiving Alpha's written authorization WILL VOID THIS LIMITED WARRANTY.

5. Exclusions from Warranty Coverage. This warranty does not cover (a) adhesives, solvents, or butyl tapes used to install the Alpha Roof Membrane; (b) materials that are not components of the Alpha Roof Membrane such as caulking or other materials used for the installation of the Alpha Roof Membrane; and (c) care, cleaning, or general maintenance to the Alpha Roof Membrane.

Sealants and other roof-related items are not included in this limited Warranty. This warranty shall be void if any component in the Alpha Roof Membrane is not an Alpha product. Alpha shall not be responsible for the cleanliness, discoloration, chalking, or streaking caused by environmental conditions nor contamination by pollutants (oxidation) and presence of the same does not constitute a defect in or to the Alpha Roof Membrane.

This Limited Warranty excludes liability for defects in or damages to an Alpha Roof Membrane caused directly or indirectly by any of the following:

- i. Severe weather conditions such as acts of God, natural disasters, including but not limited to windstorms, gales, tornadoes, hurricanes, lightning, hail, snow or ice storms; floods, earthquakes, earth tremors.
- ii. Deterioration by animal life, insects, algae, fungi, lichens, cyanobacteria, mold or mildew.
- iii. Improper handling of the Alpha Roof Membrane, modifications, alterations, misuse, negligent use, abuse, accidents, or other occurrences beyond the control of Alpha.
- iv. Purchaser's failure to exercise reasonable care in the maintenance and care of the Alpha Roof Membrane, including but not limited to oxidation accumulation.
- v. Failure of the structural integrity of the Product upon which the Alpha Roof Membrane has been installed (including, but not limited to, all fasteners, gaskets. and roof substrate that is damaged from poor maintenance); deficient, defective or inadequate design, workmanship or labor in the installation of the Membrane.
- vi. Improper installation of the Alpha Roof Membrane including, but not limited to, poor adhesive coverage, poor sealing along the edges, stretching of the Alpha Roof Membrane, incorrect installation along the sidewalls, failure to protect the Alpha Roof Membrane from raw edges and sidewall edges, and improper installation of roof moldings or other roof components.
- vii. Exposure of the Alpha Roof Membrane to acids, solvents, fats, oils, grease, tree sap, hydrocarbons, petroleum products, and other materials which are generally recognized as corrosive to a single-ply roofing membrane.
- viii. Temperature, fire or extreme heat.
- ix. Normal wear, tear, or exposure.
- x. Tears, rips or slicing.
- xi. Items not installed by the Product manufacturer.
- xii. Damages as the result of terrorism.
- xiii. Any chalking or residual decomposition.

xiv. Fading or other changes in color because of dirt, airborne pollutants, biological agents or other causes, including but not limited to natural fading.

Although Alpha's limited warranty is not voided if another manufacturer's sealant, adhesives, tapes or related products are used on the Alpha Roof Membrane, Alpha retains the right to deny liability for any defects or damages caused by another manufacturer's products. Alpha recommends that Purchasers and manufacturers use Alpha's sealants, adhesives, tapes, and other related products as Alpha is confident regarding the quality of its products.



#### 6. Exclusion of Implied Warranties and Limitations on Damages.

THE LIMITED WARRANTY PROVIDED BY ALPHA HEREIN CONSTITUTES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTS RELATING TO THE ALPHA ROOF MEMBRANE. ALPHA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES ARE EXPRESSLY LIMITED TO A TERM OF ONE (1) YEAR. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALPHA SHALL NOT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL, INCIDENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES. ALPHA FURTHER SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, OR STRICT LIABILITY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS WARRANTY MAY NOT BE MODIFIED UNLESS AN AUTHORIZED REPRESENTATIVE OF ALPHA SIGNS A WRITTEN AUTHORIZATION FOR A MODIFICATION. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE COST TO ALPHA TO REPLACE THE DEFECTIVE ALPHA ROOF MEMBRANE WITH A NEW ALPHA ROOF MEMBRANE.

> ALPHA SYSTEMS: 5120 Beck Drive, Elkhart, IN 46516 PHONE: 574-295-5206 FAX: 574-970-2703

## **DREAM LIGHTING LIMITED WARRANTY**

## DREAM LIGHT DECORATIVE LIGHT LIMITED WARRANTY DECORATIVE LIGHTING

Dream Lighting products carry a limited warranty period of 12-months. Dream Lighting will honor this warranty on products that fail due to manufacturer's defects in materials and workmanship only. Dream Lighting warrants that the goods are free from manufacturing defects in material and workmanship under normal use and service for a 12-month warranty period from the date of purchase to the original end user. Warranties do not extend beyond the original end user and are not transferable. All Dream Lighting lights have a three-foot clearance requirement from combustibles. Examples of such combustibles are, but not limited to mattresses, bedding, or other like materials. Non maintenance of the required distance of three feet invalidates the warranty and warranty becomes null and void. This warranty does not apply to Dream Lighting products which have been improperly installed, subjected to abuse and or misuse. This warranty is also void in the instance of operating product outside the voltage and application requirements for which the specific product was intended. The Limited Warranty does not apply to damage associated with or caused by incompatible chemicals and/or cleaners. Dream Lighting reserves the right to test returned product and determine if the warranty claim is valid and is in fact a manufacturer's defect.

## THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Guidelines For Warranty Processing:**

An approved time allowance per product for installation will be provided for the specific product which applies to the warranty submitted. These allowances are non-negotiable; any additional labor time/rates will not be paid. Shipping/ Freight fees shall not exceed the approved retail rate. A tracking number shall be provided upon request as well as method of shipment and additionally all box/bag information. In order to submit a warranty claim you will need to provide paperwork stating an accurate part number and an explanation of why you believe the part is defective as well as proof of original vehicle date of purchase. Pictures of the front of the light as well as the back of the light will also be needed to process a claim; the back of the light must have our label and/or our stamp on the back/bottom. If pictures are not presented, please attach paperwork with the return of the product. Photos must include the Dream lighting identifiable markings; if the product is unidentifiable the claim will be denied. Photos of claimed light must match the part being claimed on the submission form. Claims submitted without a part number will be denied as well. If the product presents a manufacturer defect we will then issue a replacement part or credit memo within 30 days or the allowed maximum time that exceeds 30 days allowed by claimant. All warranty claims must be presented to Dream Lighting within a reasonable time period of 90 days from point of service. If claims are not received within the allotted time, they will not be honored. All claims are subject to agreed upon terms and conditions between Dream Lighting and the Original buyer. This includes mark-ups, labor fees, and freight charges. No additional fees will be credited to the claimant.

## Credit Use and Expiration:

Credit memos must be used within one year of issuance. If they are not used the credit memo expires and will be closed.

## Warranty Guide

## Return Guidelines:

Contact your sales representative for returns.

Once sales representatives confirm approval from Dream Lighting, pick up will be arranged for the return. For warranty items please email our warranty department vcbs@dreamlightingled.com

Returns will be issued credit upon inspection of products is completed and is satisfactory.

All returned products may not be modified, damaged, or opened and in resale form for full credit to be issued.

Returns are only accepted in Box quantity unless agreed upon in writing from Dream Lighting Management.

For model change or usage discontinuation Dream Lighting must be notified 90 days in writing before the discontinuation occurs.

When returning bases and lens both must be returned in equal parts for full credit. If only one portion is returned, such as just bases, or just lenses the credit will be issued for only what was returned not both.

Conditions in which warranty coverage becomes null and void: Damage due to mishandling or abuse of the product, improper installation. Example: Exterior/interior chemicals used during cleaning or not cleaning/dusting for adhesive products such as Strip lights, or chemical cleaning for lenses of interior lighting, Products are designed for damp cloth cleaning and or dusting. Connecting LEDs to the wrong Output Voltage; Example: connecting a 12VDC system to a 26VDC power supply, Improper connection of power supplies, LED products or controls, Water damage to non-waterproof products, Products or electronic components that have been modified by the user, Products damaged by connection to LED systems or components not purchased from Dream Lighting.

Lights	Hours Maximum	Lights	Hours Maximum
All double pancake	0.20 (12 minutes)	All awning lights	0.20 (12 minutes)
All single pancake	0.20 (12 minutes)	All décor lights	0.20 (12 minutes)
All mushroom lights	0.20 (12 minutes)	All reading lights	0.20 (12 minutes)
All motion(scare) lights	0.20 (12 minutes)	All exterior lights	0.20 (12 minutes)
Strip Lights ≤ 100	0.20 (12 minutes)	101 ≥ Strip Lights	0.30(18 minutes)

Installation Time Allowance:

## Strip Light Claims:

Strip light claims that do not reference the length of the strip light will be only provided base claim amounts of lengths less than 100 inches unless otherwise described within the claim itself if the claim is approved. If multiple claims are submitted for a single location regarding strip lights, we request the right to inspect the process of installation. If such a case occurs where a location's claim exceeds the normal anticipated failures, all claims shall be denied until inspection can be done, and issues resolved to satisfaction between the Dream Lighting and the parties involved. Application information of Dream Lighting strip lights is noted below.

## Shipping Fees:

Since Dream Lighting does not require all products to be returned to us and accepts picture submissions of the front and back of our product, Dream Lighting agrees only to pay UPS Ground shipping fees from OEM to dealer or servicer of the unit provided the product installed is within our warranty terms. A copy of the shipping document must be submitted with the claims to ensure proper payment of shipping fees assessed to Dream Lighting. If the cost of the shipping fee is less than \$20.00 USD, no documentation is required. If a claim is submitted with shipping fees beyond \$20.00 with no documentation, and documentation is requested and not submitted, Dream Lighting retains the right to reduce the shipping fee to \$20.00 for that claim.

Should Dream Lighting require the product to be returned, for example if there are 5 or more lights within a single unit, that are being processed as warranty, we agree to provide a call tag to retrieve the lighting. We would require box size, and weight as well as the address we are sending a call tag. Claims will not be approved until the product is returned and tested. If a product proves to be within working order, we will send a denial of the claim to the claimant and return working lights to OEM department specified on the claim.

Dream lighting reserves the right to deny any claim if insufficient evidence has not been provided in the initial claim, or request for additional information or photos is not provided. Clear evidence that it is a dream lighting light must be provided in order to receive for credit.

## **RICHLOOM FABRICS LIMITED WARRANTY**

## RICHLOOM FABRICS TOUGH COLLECTION LIMITED WARRANTY **TOUGH COLLECTION FABRIC** *Effective March 18, 2021*

Richloom Fabric Group ("Richloom") stands behind our fabrics in our Richloom Tough line of vinyl products and is pleased to offer the following limited warranty.

Subject to the limitations and conditions described herein, Richloom warrants to the purchasing manufacturer of parts or furniture incorporating Richloom Tough vinyl and polyurethane products for a period of three (3) years from the date of purchase that the product will conform to the applicable product specifications provided by Richloom and will remain free from defects in materials and workmanship.

This limited warranty excludes damage and/or staining from (1) product misuse or abuse, (2) failure to follow the Richloom Tough proper care/cleaning guidelines, (3) allowing stained product to remain uncleaned for more than 24 hours after staining, (4) exposure to non-food or non-beverage substances including, without limitation, pet stains, hair dyes, shoe polish, paints, inks, nail polish, crayons, bleaches, caustic chemicals, fertilizers, insecticides, iodine, acne medications, drain cleaners, plant food and bodily fluids or substances, (5) exposure to vegetable oil based products or foods and beverages that contain strongly colored natural disperse dyes, found, for example, in mustard and herbal, and (6) exposure to very hot substances.

This limited warranty covers the replacement cost of the Richloom Tough products affected up to the original purchase price. If the original product is no longer available Richloom will provide replacement product in the same price range. This limited warranty does not include other costs that may be associated with replacement of the fabric, including labor and installation.

The application of any chemical treatments, including treatments purchased at the retail level, by a third party other than Richloom voids this limited warranty.

## EXCEPT AS EXPRESSLY SET FORTH ABOVE, RICHLOOM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO RICHLOOM TOUGH PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

The provisions of the foregoing limited warranty shall be Richloom Tough product purchasers' sole and exclusive remedy with respect to the Richloom Tough products purchased. No decision by Richloom to honor claims or provide any remedy exceeding or outside of the foregoing limited warranty in any instance shall constitute a waiver of any provision of the foregoing warranty with respect to any other instance or establish a course of dealing between the parties that would vary any provision of the foregoing limited warranty.

## Richloom Tough Proper Care/Cleaning Guidelines:

Both PVC and polyurethanes should be cleaned with a mild, water-based shampoo or soap. More stubborn stains may be cleaned with a mild, non-alcohol based, cleaning fluid. Rinse with clean water afterwards. For non-liquid stains such as mustard, please remove any excess with a flat object before cleaning. All stains and spills must be attended to promptly.

## STRUCTURAL COMPOSITES OF INDIANA LIMITED WARRANTY

## STRUCTURAL COMPOSITES OF INDIANA LIMITED WARRANTY FRONT CAP

#### PRODUCT WARRANTY

#### General Warranty

Products manufactured and sold by Structural Composites of Indiana, Inc. ("SCI") are warranted to be free from manufacturer's defects in material and workmanship, for a period of twelve (12) months following the date of sale or the date of retail sale to the ultimate consumer, whichever is later. SCI will, at its option, repair or replace any defective product within the warranty period without charge to the original purchaser. SCI will either repair or replace the defective product at the purchaser's location or, at its option, will direct the purchaser to return the product, at SCI's cost, for repair or replacement. In most cases SCI will repair or replace a defective item within three (3) weeks from the date that it is notified of the defect.

#### Mechanical Warranty

Notwithstanding the above, mechanisms installed by SCI on any product, including slides, bearings, guides, motors, actuators, handles, hinges, and related hardware, are warranted to be free from manufacturer's defects in design, material, and workmanship, for a period of twelve (12) months following the date of sale. SCI will, at its option, repair or replace any SCI-installed mechanism that fails to operate properly at any time during the twelve (12) month warranty period.

### **Exceptions**

Any product failure which is, in whole or in part, caused by faulty installation (if not installed by manufacturer), casualty, collision, foreign body impact, exposure to extreme heat or flame, abuse, misuse or destructive acts of nature, shall not be covered by this Warranty. Discoloration, staining, fading, chalking, surface cracking and surface defects caused by use and ordinary wear and tear are not covered by this Warranty.

Carrying, hauling, or otherwise placing any item or items on top of the product may affect the performance of the product and voids this Warranty. Failure to follow the manufacturer's recommended maintenance program, including inspection and proper tightening of any mechanical attachments, periodic inspection and cleaning of any attached mechanisms and periodic lubrication will void this Warranty.

### To Exercise the Warranty

To exercise this Warranty, please contact Structural Composites of Indiana, Inc., at 1118 Gerber Street, Ligonier, Indiana, 46767, 260-215-9605, as soon as possible after the defect is discovered so that SCI can remedy the defect as quickly and efficiently as possible.

### Product Alteration

Alteration of an SCI product in any way may affect the structural integrity of the product and will, accordingly, void this Warranty and any other warranties, express or implied.

### Sole Warranty

There are no other warranties, express or implied, which extend beyond the warranty set forth above. This Warranty is in lieu of all other obligations or liabilities on the part of SCI. Any action for breach of warranty must be brought within six months following the end of the warranty period. In no case shall SCI be liable to anyone for any consequential, incidental, or indirect damages for breach of this or any other warranty express or implied, even if the loss or damage is caused by SCI's negligence or fault.

This Warranty contains the entire warranty. It is the sole warranty and any prior or subsequent statements or representations, whether oral or written, are expressly cancelled, and superseded by this Warranty. In no event shall SCI be liable for any damages arising out of the failure of its products for any amount in excess of the original purchase price of the product.

### WARRANTY CLAIM PROCEDURE

- 1. Upon discovery of a potential manufacturing or workmanship defect, it is required that (SCI) be contacted before any attempt is made to repair or replace the defective part.
- 2. Once contact with (SCI) is established, the following information is required:
  - a. Dealer name, phone number and contact person,
  - b. Unit serial number,
  - c. Unit purchase date,
  - d. Pictures and description of defect,
  - e. Estimated price for parts and labor required to correct the defect.
- 3. Once a defect is determined to be due to manufacturing or workmanship, an Authorization number will be assigned to the claim. Authorized replacement, repainting, or repairing of any defective part will be at the sole discretion of (SCI). (See Product Warranty ).
- 4. Once repair is complete, a copy of the repair order including (SCI) authorization number is required with the above information.

### Structural Composites Inc. reserves the right to refuse any or all claims not consistent with this warranty claim procedure.

### STRUCTURAL COMPOSITES INC. CONTACTS: 260-215-9605

rick@scindiana.com scott@scindiana.com

## VIXEN LIMITED WARRANTY

## VIXEN FRP LIMITED WARRANTY FIBER GLASS

Fibrosan<sup>®</sup> GRP Inc. a division of the Yücel Group is the manufacturer of FRP Panels sold by Vixen Composites, an authorized agent, and offers a two-year warranty on the FRP Panel to the original purchaser if correctly laminated and maintained subject to the conditions below. All aspects of this warranty will be administered by Vixen Composites, Inc.

Fibrosan<sup>®</sup> warrants to the original owner and subject to the conditions mentioned below, that this product will remain free of exposed fibers and will not rust, rot, corrode, or require painting or refinishing (with the exception of normal pigmentation change caused by UV or sunlight degradation) for a period of two years from the original date of retail purchase or three years from the date of panel manufacture or 20,000 miles if motorized. Fibrosan<sup>®</sup> liability is limited to reasonable labor and parts for replacement of the product, repair of the product or the replacement of the product with reconditioned product at the discretion of Fibrosan<sup>®</sup> or its authorized agents. For the purposes of this warranty, parts are defined strictly as either the materials necessary to repair the panel finish or, in case of replacement the actual product itself. Vehicles purchased specifically for rental or lease will be covered for one-year from the date of first retail sale or 10,000 miles.

## USE WITHIN THESE GUIDELINES TO BE WARRANTABLE

Fibrosan<sup>®</sup> recommends that the moisture content of lauan substrate be not greater than 12% at the time of lamination and that the glue coverage between the Fibrosan<sup>®</sup> panel and substrate be 100% coverage at the weight and thickness recommended by the adhesive manufacturer. Prior to the lamination the FRP panel must be free of dust moisture or particulates prior to lamination. Fibrosan<sup>®</sup> will not be responsible for any loss resulting from sub-standard lamination processes.

Fibrosan<sup>®</sup> limits the use of substrates to lauan plywood and approved synthetic alternatives. The use of any substrates not approved by Fibrosan<sup>®</sup> will void this warranty.

This warranty is void if the product has been damaged by accident, unreasonable use, neglect, tampering or other causes not rising from defects in materials and workmanship.

This warranty extends to the original owner but does not cover the following:

- a. Damage to the panel caused by vandalism, accident, or misuse, including direct impact to the panel or scoring or the panel which impairs the surface integrity.
- b. Premature discoloration or fiber exposure caused by the lack of care and maintenance recommended by Fibrosan<sup>®</sup>.
- c. Delamination between the product and substrate.
- d. Normal fading and discoloration caused by UV and chemical atmospheric conditions that are expected during the warranty period.
- e. Exposure to harmful chemicals or discoloration caused by glues, sealants, cleaner/polish, trim, or other products installed on or near the product.
- f. Failure of the gel-coat surface due to the use of improper cleaning agents.
- g. Any cracking of the panel finishes through either improper product installation or product field performance when the application exceeded Fibrosan<sup>®</sup> minimum bend radius recommendation or other Fibrosan<sup>®</sup> application recommendations.
- h. Partial or full-body paint (application of paint will void this warranty) unless application has been preapproved by Vixen Composites<sup>™</sup>.



- i. Delamination between FRP Panel and substrate.
- j. Non-original recreation vehicle manufacturer installed parts.
- k. Surface blistering caused by water intrusion through the backside of the panel.
- I. Ant-trailing or worming caused by voids or gaps in lamination/ glue application or process.

m. Failure of the panel due to flaws in the vehicle frame or abnormal use of the vehicle subjecting the panel to excessive wear and tear.

n. Failure to follow Fibrosan<sup>®</sup> and Vixen Composites<sup>™</sup> instructions or recommendations on use and installation or acts of God.

o. Fibrosan<sup>®</sup> and Vixen Composites<sup>™</sup> do not assume responsibility for any loss of use of vehicle, loss of time, inconvenience, expense of gasoline, telephone, travel, lodging, loss or damage of personal property or revenues. Some states do not allow the exclusion or limitation of inconsequential damages so the above may not apply to you.

Pre-approval from Vixen Composites<sup>™</sup> is required on all warranty claims before any repairs can be performed. It is the responsibility of the retail owner to collect and maintain the following information which will be required on all warranty claims:

- a. Model and VIN number of unit
- b. Date of Production
- c. Proof of purchase date (Bill of Sale)
- d. Location of unit
- e. Owner Name
- f. Owner Phone Number
- g. Owner Email
- h. Color photos of issue
- i. Detailed description of issue
- j. Repair estimate

Once the above information is received and approved, Vixen Composites will provide an authorization number for the unit. The authorization number must appear on all repair billing.

This warranty is the exclusive remedy against Fibrosan<sup>®</sup> and no other remedy shall be available. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY AND/OR PREVIOUS WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. Any representation or promises inconsistent with, or in addition to this warranty, are unauthorized and shall not be binding upon Fibrosan<sup>®</sup>.

To obtain service you should telephone Vixen Composites<sup>™</sup> customer service representative at 574-970-1224 between the hours of 8:00am to 5:00pm EST Monday through Friday.

All specifications are based on the latest information at the time of publication. Vixen Composites assumes no responsibility for any error in type or print reproduction in this document. Vixen Composites reserves the right to make changes in price, color, materials, equipment, and specifications and to discontinue panels at any time without notice. Vixen FRP is produced and warranted by Fibrosan<sup>®</sup>. The information contained herein is approved by Fibrosan<sup>®</sup>.

## **VOMELA COMPANIES LIMITED WARRANTY**

## VOMELA COMPANIES LIMITED WARRANTY

## DECALS

This letter is in response to your request for a written warranty statement from Vomela. Since we are a converter of 3M product, the strength of the warranty we can offer must be backed by the manufacturer of the raw material. 3M's warranty statement for the RV market is attached.

In practice, we have had tremendous support from 3M on warranty-related issues. However, 3M will only handle cases on an individual basis and when they have been given the opportunity to ascertain that the failure is truly a raw material failure. A true raw material failure will not be exhibited just on individual decals but will likely affect all film made in a certain product run. If there are multiple colors involved in a problem, most often there is an issue with substrate or application, since the films would come from different lots made in different time frames.

### Vomela's warranty is part of our standard terms and conditions and stated as follows:

Seller relies on the warranty of its suppliers and manufacturers of material used in its printing and production processes (the "Materials Warranties"). The Materials Warranties generally provide that the materials are free of defect at the time of shipment from the manufacturer. Seller shall pass through any and all available Materials Warranties from the manufacturer and shall not perform or fail to perform any act that would impair or void such Materials Warranties. Seller warrants that the products it produces are new, of merchantable quality and free from defects in workmanship under normal use for the shorter of a one-year period from the time of manufacture or the period warranted by the manufacturer of the materials used in the product (the "Manufacture Warranty"). The Manufacturer Warranty shall only be applicable if Seller is given prompt written notice specifying the nature of the warranty claim within the applicable warranty term. Each product for which a Manufacture Warranty claim is asserted must be returned by the customer, postage prepaid, to Seller at the following address: Vomela Specialty Company, 274 East Fillmore Avenue, St. Paul, MN 55107. Upon confirmation by Seller of a Manufacturer Warranty breach, the exclusive remedy to Buyer shall be for Seller, at its option, to replace the defective product or issue credit to Buyer for the defective product. If credit is issued, it shall not exceed the full purchase price paid by Buyer to Seller for the product. The Manufacturer Warranty does not extend to any product subjected to misuse, accident or alteration. Seller shall pay shipping charges for the return of replaced defective products covered by the Manufacturer Warranty. Replaced products shall be warranted for an additional 30 days or for the duration of the original warranty term, whichever is longer. Procedures relating to assertion of a claim under a Materials Warranty shall be as specified by the suppliers and manufacturers of those materials.

## OTHER THAN A PASS-THROUGH OF THE MATERIALS WARRANTIES, THE MANUFACTURER WARRANTY IS THE ONLY WARRANTY SELLER MAKES FOR ITS PRODUCTS. EXCEPT AS INDICATED ABOVE, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No person (including any product agent, dealer or representative of Seller) is authorized to make any representation or warranty on behalf of Seller concerning the products except to refer purchasers to this warranty.

Seller shall under no circumstances be liable for special, incidental, consequential or exemplary damages of any nature whatsoever, however occasioned (whether by negligence or otherwise), including, but not limited to, commercial loss from any cause, business interruption of any nature or loss of profits, even if Seller shall have been advised of the possibility of such damages.

As a fabricator of 3M's product, defects in our workmanship would be evident at the time of application when replacement of material would likely be an acceptable solution. Problems in the field would more often be raw material or application problems, so we would look to 3M for resolution of justified complaints. (Content from the vendor letter – necessary to include?).

If you have any additional questions after reviewing this, please contact Vomela at 574-522-6016.

NOTES	



BrinkleyRV.com