

## **FOREST RIVER LIMITED MOTORIZED WARRANTY**

Thank you for purchasing a Forest River Product. This document explains certain rights and limitations provided under the terms of this Limited Warranty. Please review this document carefully.

**This One-Year Limited Motorized Warranty applies to Forest River motorized products purchased Between July 1, 2021 and June 30, 2023.**

### **ONE-YEAR LIMITED WARRANTY**

The Forest River, Inc. ("Forest River") Limited Warranty covers this recreational vehicle ("RV") for a period of one (1) year or twelve thousand (12,000) miles, whichever occurs first, from the date of purchase of the RV by the first retail purchaser when purchased from an independently owned and authorized Forest River dealer. This Limited Warranty only applies to the first retail purchaser of the RV. This Limited Warranty does not cover those items identified in the "Exclusions From Coverage" section of this Limited Warranty.

This Limited Warranty covers the RV against **Substantial Defects** in material and workmanship attributable to Forest River's manufacture and assembly of the RV. Substantial Defects are those defects which prevent the RV from performing its intended use for short term recreational camping.

*Additionally:* Minor adjustments including, but not limited to, adjustments to drawers, interior doors, latches, awnings and window treatments will be covered at no cost to you for the first ninety (90) days of the Limited Warranty Period (see "Exclusions From Coverage" section of this Limited Warranty).

There is no warranty, of any nature, beyond what is contained in this Limited Warranty. No person has authority to enlarge, amend, or modify this Limited Warranty. Repairs will not extend the warranty coverage or period in which you may enforce an action, unless prohibited by law. This RV has been sold to an independent authorized dealer of Forest River. The dealer is NOT an agent of Forest River. Forest River is not bound by any representation or warranty made by the dealer or between the dealer and the retail purchaser. Forest River shall not be held to be a party to any aftermarket and/or third party-service contract or warranty.

**THIS LIMITED WARRANTY DOES NOT PROMISE OR EXTEND TO FUTURE PERFORMANCE OF THE RV AND DOES NOT MAKE A REPRESENTATION AS TO HOW THIS RV WILL PERFORM IN THE FUTURE. THIS LIMITED WARRANTY ONLY REPRESENTS WHAT THE REMEDY WILL BE IF A SUBSTANTIAL DEFECT EXISTS.**

**LIMITATION AND DISCLAIMER OF WARRANTIES: THIS LIMITED WARRANTY IS IN PLACE OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS. ANY WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS, IS LIMITED TO AND DOES NOT EXTEND BEYOND THE SCOPE AND DURATION OF COVERAGE AS SET FORTH IN THIS LIMITED WARRANTY.**

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

**DISCLAIMER OF CONSEQUENTIAL DAMAGES: FOREST RIVER SHALL NOT BE RESPONSIBLE OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THE DISCLAIMER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY. THIS LIMITED WARRANTY DOES NOT COVER ANY LOSS OF USE OF THE RV.**

**NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

## **IMPORTANT TERMS APPLICABLE TO FOREST RIVER WARRANTIES** **SERVICE**

This RV is designed solely for its intended purpose of short term recreational camping. It is normal to expect some warranty service during the Limited Warranty Period. If the need for warranty service should arise, you should contact your independent authorized selling dealer (to the extent possible) or local independent authorized dealer to schedule the repairs. Owner shall deliver this RV for warranty service within a reasonable time after discovery of the Substantial Defect and within the applicable Warranty Period. All expenses incurred in obtaining warranty service, including but not limited to gas, mileage, and accommodations, shall be the Owner's responsibility.

*Please note:* Forest River does not control independent authorized dealerships or the scheduling of repairs at their facilities and you may encounter delays.

If you encounter difficulty obtaining warranty service, please contact Forest River's Customer Service Department at: Post Office Box 3030, Elkhart, Indiana 46515-3030 or 574-825-7000. For more information regarding Forest River service contacts please visit [www.forestriverinc.com](http://www.forestriverinc.com).

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### **DEFECT vs. DAMAGE**

The Forest River Limited Warranty only covers "Substantial Defects" in materials or workmanship attributable to Forest River's manufacturer and assembly of the RV, not "damages." "Damages" include issues or repairs stemming from misuse or collision that occurs after the purchase of the RV by the first retail purchaser, as well as repairs due to lack of maintenance because it is the owner's responsibility to maintain the RV, see Owner Responsibilities and Maintenance below.

### **GOODWILL REPAIRS**

Performance of repairs on portions of the RV "Excluded from Coverage" or after expiration of the Limited Warranty Period shall be considered "Goodwill" repairs. Forest River is not obligated to perform Goodwill repairs and performance of Goodwill repairs shall not alter the express terms of the applicable Limited Warranty.

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### **REPAIR REMEDY AND NOTICE**

**REPAIR REMEDY:** Forest River's SOLE OBLIGATION under this Limited Warranty is to repair any covered Substantial Defect discovered within the applicable Limited Warranty Period if not excluded under the terms of this Limited Warranty. If the authorized selling dealer or local independent authorized dealer does not adequately repair the RV, the Owner must provide written NOTICE by contacting Forest River IN WRITING at Post Office Box 3030, Elkhart, Indiana 46515-3030 and advise it of any Substantial Defect(s), including a list of the Substantial Defect(s), and provide Forest River (and not the authorized dealer) an opportunity to repair the RV. Forest River may require the Owner to deliver the RV to another authorized Forest River dealer or its factory facilities. Forest River, at its sole option, may cover the reasonable costs of transporting the RV to its factory. Refusal to allow Forest River an opportunity to repair the RV will void warranty coverage for the identified Substantial Defect(s).

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

### **PRIOR MODEL YEAR REMEDY**

If at the time of purchase by the first retail purchaser, the RV is not the current or prior model year, the Limited Warranty ends ninety (90) days after the date of purchase of the RV. The ninety (90) day warranty is subject to the same terms, conditions, and limitations of the Limited Warranty, excluding the applicable Limited Warranty Period. **ANY ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY OR REVOCATION OF ACCEPTANCE OR ANY ACTION TO ENFORCE ANY PORTION OF THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN THREE (3) MONTHS OF THE EXPIRATION OF THE NINETY (90) DAY WARRANTY PERIOD.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE STATUTE OF LIMITATIONS SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

### **OWNER'S RESPONSIBILITIES AND MAINTENANCE**

**MAINTENANCE:** This RV and its component parts will require routine maintenance, service, cleaning, and care. Information regarding recommended and/or required routine maintenance can be found in the Owner's Manual. You, as the individual owner of the RV, are responsible for ensuring all recommended and/or required routine maintenance is performed timely and correctly. Maintenance services are excluded from this Limited Warranty.

**Warranty Registration:** Owner shall complete and return a warranty registration form at time of purchase. The return of this registration is a condition precedent to warranty coverage and failure to return the completed warranty registration will invalidate the Limited Warranties.

### **PARTS AND DESIGN CHANGES**

Forest River reserves the right to change the parts and design of its recreational vehicles from time to time without notice and with no obligation to maintain spare parts or make corresponding changes in products previously manufactured by Forest River.

### **WARRANTY REPAIRS AND ACCEPTANCE OF TERMS**

When you request and accept the performance of warranty repairs under the terms of this Limited Warranty, you are accepting all terms of this Limited Warranty, including but not limited to, warranty limitations and disclaimers, the forum selection clause, and the clause reducing the time period when a lawsuit must be filed for any breach of warranty.

## **EXCLUSIONS FROM COVERAGE**

### **The Limited Warranty Does Not Apply To:**

- ❖ Any use of the RV for purposes other than short term recreational camping. Such unauthorized use includes, but is not limited to, use for commercial, business, rental, or disaster relief purposes. Registration of the RV in the name of any business shall be considered conclusive evidence of commercial and/or business use.
- ❖ Recreational vehicles registered, licensed, or predominantly used outside the United States or Canada.
- ❖ Recreational vehicles purchased through an auction, wholesale, or from a dealer or party that is not an authorized dealer of Forest River.
- ❖ Equipment, component parts, or accessories that are working as designed, but with which you are unhappy.
- ❖ Owner Maintenance, including but not limited to, maintaining or resealing exterior seals, tightening screws, latches, locks, maintaining air filters, bulbs, caulking and re-caulking, or any other items identified in Owner's Manual as "care and maintenance."
- ❖ Damage or loss related to water leaks due to failure to properly maintain or care for the RV, such as failure to properly maintain exterior seals.
- ❖ Items that are added, installed, or changed after the RV leaves the possession of Forest River.
- ❖ Damage or loss to the RV caused by neglect, misuse, abuse, improper operation, theft, vandalism, improper balancing or overloading, accidents involving the RV, product modification, unprotected electrical hookups, failure to provide routine maintenance, unauthorized modifications, structural attachments, or repairs.
- ❖ Damage or loss caused by normal use or wear, including discoloration or fading of exterior designs, discoloration or fading of fabrics, tearing, or deterioration caused by prolonged exposure to natural elements.
- ❖ Injury, damage or loss caused by improper ventilation, interior or exterior condensation, mold, mildew, or fungi.
- ❖ The chassis including without limitation, any mechanical parts or systems of the chassis, frame, axles, tires, tubes, batteries, gauges, or optional generators.
- ❖ Damage or loss caused by infestation of insects or animals.
- ❖ Damage or loss caused by factors not attributable to Forest River such as road hazards, off road use, rocks, tire wear, tire failure, glass breakage, exposure to fumes emitted by other vehicles, corrosion or rust due to the environment, salt, corrosive chemicals, air pollutants, or condensation.
- ❖ Any appliance, component, system or part of the RV that is covered by another limited warranty. These items include, but are not limited to, roof air conditioners, microwave, refrigerator, oven, stove, CD player, television, DVD player, stereo, speakers, washer, dryer, water heater, camera or furnace. Forest River will administer certain separate appliance and component warranties only during the one-year Limited Warranty provided by Forest River. Please contact an authorized Forest River dealer for information on non-Forest River warranties. The terms of this Limited Warranty are not altered in any way by Forest River administering the separate appliance and component warranties.
- ❖ Adjustments to interior doors, latches, drawers, window treatments, awnings, tubes and locks beyond ninety (90) days after sale to first retail purchaser.
- ❖ Damages to the fiberglass caps such as rock chips, fading, impact, scratches or failure to maintain all as described herein and set out in the Owner's Manual.
- ❖ Damage or loss caused by the willful or negligent acts of any driver of the RV, an accident involving the RV, or the condition of any road surface.
- ❖ Damage or loss to the RV caused by pulling a tow vehicle, use of the tow vehicle, improper selection or installation of towing hitch, weight distribution, sway control or equalizer equipment, or damage to RV or tow vehicle.

## **LEGAL REMEDIES**

**THIS LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA.**

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

**ANY ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY OR REVOCATION OF ACCEPTANCE OR ANY ACTION TO ENFORCE ANY PORTION OF THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN NINETY (90) DAYS OF THE EXPIRATION OF THE WARRANTY PERIOD. SOME STATES DO NOT PERMIT REDUCTION OF THE STATUTE OF LIMITATIONS, SO THE LIMITATION MAY NOT APPLY TO YOU.**

**EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO THIS LIMITED WARRANTY, AN ALLEGED BREACH OF WARRANTY, BREACH OF IMPLIED WARRANTIES, OR REPRESENTATIONS OF ANY KIND MUST BE FILED IN THE COURTS WITHIN THE STATE OF INDIANA.**

**ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR IMPLIED WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA, WHETHER SUCH CLAIMS SOUND IN CONTRACT, TORT, OR STATUTE (INCLUDING THE STATUTE OF LIMITATIONS), WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.**

**Note:** Any authorization or performance of repairs, attempt to resolve a complaint, or request for warranty service shall not constitute a waiver of Forest River's rights and shall not extend the warranty coverage period or when you must commence an action to enforce any breach of warranty claim, unless prohibited by state law.

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