

# **LIMITED TWO-YEAR WARRANTY**

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Liberty Outdoors, LLC ("Liberty Outdoors") provides a Limited Warranty ("Warranty") that covers this recreational vehicle ("RV") for a period of two (2) years from the date of purchase by the first retail owner. This Limited Warranty covers defects in materials and workmanship supplied by and attributable to Liberty Outdoors' manufacturing and assembly of the RV, when the RV is used for its intended purpose of recreational camping. The RV must be registered within thirty (30) days of the date of purchase.

Liberty Outdoors is not responsible for any undertaking, representation, service agreement, or warranty beyond what is expressly set forth in this Limited Warranty.

Transferability: This Limited Warranty may be transferred by the first retail purchaser to a subsequent retail purchaser; however, the warranty shall in no way be extended beyond the two (2) year coverage period. In order to transfer this Limited Warranty after purchasing the RV from any person other than an authorized dealer, you may go to our website at www.golibertyoutdoors.com and provide Liberty Outdoors your VIN, name, address, phone, and email address (proof of purchase may be requested). You may also notify Liberty Outdoors of the transfer by phone at (877) 545-4897 or by email at support@golibertyoutdoors.com

## **REPAIR REMEDY:**

If within the two (2) year Limited Warranty period a defect in materials or workmanship is found to exist that is not excluded from coverage, Liberty Outdoors' sole and exclusive obligation shall be to repair the defect. As a limited back-up remedy in the event the RV cannot be repaired, to be determined in the sole and absolute discretion of Liberty Outdoors, after receiving a reasonable opportunity to repair, Liberty Outdoors may, at its option, either (1) pay you an amount equal to Liberty Outdoor's determination of the diminution in value of the RV that was caused by the defect, or (2) provide a similar replacement RV, less a reasonable allowance for the owner's use of the original RV, to be determined by Liberty Outdoors. Please note that any performance of repairs after the coverage period expires or any performance of repairs to those portions of your RV excluded from coverage shall be considered "good will" repairs, which shall not alter the express terms of this Limited Warranty.

**HOW TO OBTAIN SERVICE:** To obtain service we recommend that you first contact your local authorized dealer for warranty service. If you encounter any difficulty obtaining warranty service, please contact the Customer Service Department at Liberty Outdoors, Phone Number (877) 545-4897 or support@golibertyoutdoors.com

#### WHAT IS NOT COVERED - THIS LIMITED WARRANTY SHALL NOT APPLY TO:

 Routine maintenance including, without limitation, caulking, re-caulking and waxing of the body of the RV, tightening screws, brake squeak/lock-up/adjustment, latches, locks, combustion systems, changing fuses, or light bulbs, and maintaining the air conditioning and heating systems;

- Adjustments to all doors, drawers, locks, latches, slide outs, awnings and window treatments beyond 90 days after retail sale;
- Tires, Batteries, and certain Appliances & Electronic Entertainment Equipment, all of which are warranted separately by the respective component manufacturer; See Component Warranties on Page 4
- RV's used for business, rental, commercial, residential, or disaster relief purposes, or any purposes other than recreational travel and family camping;
- RV's which are not originally purchased through an authorized dealer or those purchased through auction, repossession, salvage or an otherwise damaged or distressed condition;
- Damage or loss caused in whole or in part by the misuse, abuse, neglect, theft, vandalism, product modification, improper customer or dealer installation, improper stowing of equipment, overloading or improper balancing of the load, low or high voltage, unauthorized repair or failure to follow instructions supplied with the RV;
- Damage or loss caused in whole or in part by the unauthorized attachments, modifications or alterations to the structure, body, pin box, or frame of the RV including but not limited to trailer hitches for towing, or platforms for supporting cargo;
- Deterioration due to normal wear, tear, and exposure;
- Design defects; Redesign/Re-construction of any part of the RV; or anything related to wheel or axle alignment;
- Rust or corrosion due to the environment; and any broken glass damage;
- Damage or loss caused in whole or in part by animals, exposure to natural or atmospheric elements, corrosive chemicals, ash or fumes generated or released by vehicles, collision, road hazards, rock chips, condensation, or any other source;
- Damage or loss caused in whole or in part by the willful or negligent acts of the driver of the vehicle pulling the RV, an accident involving the RV, or the condition of any road surface;
- Damage or loss to the RV caused in whole or in part by the tow vehicle selected by the owner, owner's operation or use of the tow vehicle, improper selection or installation of towing hitch on tow vehicle, weight distribution, sway control or equalizer equipment, or damage to the owner's tow vehicle;

- Any injury, loss or damage due to mold or fungi;
- Any RV licensed, registered, or primarily used outside the USA or Canada;
- Repairs or replacements made necessary by negligence, negligent use of, misuse of, abuse of, loading the unit beyond its gross weight limitations, accidents, acts of God, modifications or alterations in or to the RV by anyone, and failure to maintain or care for the RV, and any and all matters which were not within the control of Liberty Outdoors;
- Alterations, modifications or changes to the original design and build of the RV;
- Any defect caused in-transit to or from a dealer or to or from the consumer or by the consumer or another;
- Consequential/incidental expenses (damages) such as service calls, transportation, lodging, food, fuel, etc. NOTE: Some states do not allow the exclusion of incidental or consequential damages, so this exclusion may not apply to you;
- Fading, yellowing or aging of exterior materials due to UV or sunlight or weather exposure;
- Damage caused by unregulated water pressure, tank overfill or plumbing system modifications resulting in flooding of the vehicle;
- Damage caused by unprotected electrical hook-ups (home or campground), power surges, lightning, circuit overload or electrical system modifications;
- Damage caused by overloading or improper weight distribution;
- Damage caused by improper ventilation resulting in excessive condensation which results in water damage and/or mold or mildew;
- Damage, fading or deterioration caused by prolonged exposure to natural elements;
- Damage caused by infestation by insects or other animals;
- Damage caused by the tow vehicle hitch, equalizer, stabilizer, electrical or brake controller system;
- Damage caused by the environment or weather, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, extreme cold, etc.
- Damage caused by road surface conditions, applications of salt or de-icing chemicals, gravel/sand, ruts, holes, etc.; and

• Excess weight on the RV. (Please refer to weight capacities published on the RV.)

#### **DEFECTS V. DAMAGE**

Please note the distinction between "defect" and "damage" as used in this Limited Warranty: "Defect" means the failure of the workmanship performed and/or materials used to conform with the design and manufacturing specifications and tolerances of Liberty Outdoors. Defects are covered because Liberty Outdoors is responsible; on the other hand, Liberty Outdoors has no control over "damage" caused by such things as collision, misuse and lack of maintenance which occurs after the RV is delivered to the owner. Therefore, "damage" for any reason which occurs after the RV is delivered is not covered under this warranty. Maintenance services are also excluded from the warranty because it is the owner's responsibility to maintain the RV.

#### **AUTHORIZED DEALERSHIP'S OBLIGATIONS**

The following are obligations which must be performed by the Authorized Liberty Outdoors Independent Dealership ("dealer")

- To properly maintain the RV until retail sold to the purchaser
- To perform a comprehensive pre-retail delivery inspection ("PDI")
- To repair or replace any defective parts
- To correct defects in workmanship which are identified prior to initial retail purchaser taking delivery of the RV
- To present the initial retail purchaser with this Limited Warranty prior to the initial retail purchaser entering into any written contract to purchase a RV
- To submit the signed Liberty Outdoors RV Warranty Registration Form and the signed Limited Warranty

#### **PURCHASER'S OBLIGATIONS**

The purchaser shall give notice to Liberty Outdoors or dealer within Thirty (30) days after it is or should have been discovered, and any action to enforce it shall be commenced not more than three (3) months thereafter; otherwise the Purchaser will have waived any such defect and claim, and any and all damages arising as a result thereof. The Purchaser is responsible to maintain the camper in accordance with the instructions provided in the Owner's Manual and/or any other care and maintenance manuals supplied with the RV. Failure to follow proper procedures and seasonal maintenance schedules may void your warranty. The Purchaser must inspect the RV at the time of delivery to ensure that it is acceptable as delivered. This RV has been sold to an independent dealer, and not an agent of Liberty Outdoors, for resale in the ordinary course of the dealer's business, on terms and conditions and equipped as the dealer and the initial retail purchaser determine, and the initial retail purchaser's agreement is solely with the dealer, not Liberty Outdoors. Liberty Outdoors does not participate in retail sales or retail contracts. Among the other requirements under this Limited Warranty, the Purchaser must also:

- Maintain the RV in accordance with the maintenance requirements contained in the Owner's Manual:
- Make minor adjustments including (but limited to) doors, drawers, latches, regulators, controls, mechanisms, etc. after 90 days of ownership;
- Maintain all exterior seals and sealant, which must be inspected every 6 months to assure there are no gaps or voids, and correcting as necessary; and
- Return their vehicle to an authorized dealer for repairs.

## **COMPONENT WARRANTIES**

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

## DISCLAIMER OF CONSEQUENTIAL, PUNITIVE AND INCIDENTAL DAMAGES

The original retail purchaser of the RV and any person to whom the RV is transferred or given or conveyed, and any person who is an intended or unintended user or beneficiary of this Limited Warranty, shall not be entitled to recover from Liberty Outdoors 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 Liberty Outdoors 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.

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

IF ANY MODEL OR SAMPLE IS SHOWN TO THE PURCHASER 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.

## **DISCLAIMER OF EXPRESSED AND IMPLIED WARRANTIES**

LIBERTY OUTDOORS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES. THERE IS NO EXPRESS OR IMPLIED WARRANTY MADE BY LIBERTY OUTDOORS BEYOND THAT CONTAINED IN THE LIMITED WARRANTY ABOVE. ANY OTHER IMPLIED WARRANTY ARISING BY OPERATION OF LAW THAT CANNOT BE DISCLAIMED ARE SPECIFICALLY LIMITED TO THE WARRANTY PERIOD OF THIS WRITTEN WARRANT. THE ABOVE REFERENCED LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS WARRANTY.

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

## **EXCLUSIVE REMEDY**

THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR ANY DEFECTS RELATING TO THE RV.

## **DESIGN AND PRODUCT CHANGES**

Liberty Outdoors 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.

## **ATTORNEYS FEES**

Any warranty claim asserted or brought in violation of this Limited Warranty, or any claim brought against Liberty Outdoors, directly or indirectly, under which the Purchaser or any other person or entity seeks to broaden the terms of the Limited Warranty or under which the Purchaser or any other person fails to successfully prevail on any issue or matter of any type or nature, shall entitle Liberty Outdoors to recover its costs, damages, and reasonable attorney's fees in connection with the same.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. By registering or having your RV registered in your name, or by asserting a claim under this Limited Warranty, Purchaser (and all assigns) is agreeing on behalf of the purchaser and all assigns to be bound by the terms and conditions of this Limited Warranty.