

## **1 YEAR LIMITED WARRANTY**

## EFFECTIVE FOR MYPOD XT UNITS MANUFACTURED ON OR AFTER 1/1/2020

# (SUBJECT TO CHANGE WITHOUT NOTICE)

An up-to-date copy of this document is available on our website at <u>https://golittleguy.com/warranty-info/</u>

XTREME OUTDOORS WARRANTY – MYPOD XT (1/1/2020) P a g e | **1** 

## I have a warranty claim. What should I do?

- Please contact the dealer from where you bought your trailer
- Other dealers may or may not service your trailer promptly (or may refuse to service your trailer)
- The company has a very limited capacity to service any trailers directly
- You can contact the company at <u>warranty@goxtoutdoors.com</u> for any required guidance
- I am on the road and cannot reach the dealer from where I bought my unit. What should I do?
  - We recommend that you find the nearest Little Guy selling dealer.
  - You can locate your nearest dealer on our website at <u>https://golittleguy.com/dealer-locator/</u>
  - As mentioned earlier, other dealers may or may not service your trailer promptly (or may refuse to service your trailer)
- I have a minor technical question. Who can I contact?
  - For minor issues with your trailer, you can either a) email: <u>warranty@goxtoutdoors.com</u> (preferred) or b) call 888-469-8688 x 2 during our plant's normal working hours (currently Mon-Fri – 7am-3:30pm EST)

#### • I need to order some parts. What should I do?

 To order parts, you can either a) email: <u>parts@goxtoutdoors.com</u> (preferred) or b) call 888-469-8688 x 3 during our plant's normal working hours (currently Mon-Fri – 7am-3:30pm EST)

## WHO YOU SHOULD YOU CONTACT FOR SERVICE:

Xtreme Outdoors, LLC recommends the below order. Please note that each dealer/service center is different and that Xtreme Outdoors, LLC can't mandate if, when or how they perform their services

- 1. The dealership that sold you your camper. Your selling dealer has the best knowledge of your camper and will often prioritize service for customers that they sold the camper to.
- 2. Any other Xtreme Outdoors / Little Guy authorized dealer. Other authorized dealers will be familiar with your camper and how to service it. However, it is common during busy parts of the year for dealers to prioritize customers who bought their campers through them. Further, some dealers will not service trailers that were not bought from them.
- 3. A non-Xtreme Outdoors / Little Guy dealer or service center. While we are happy to work with dealers, service centers and mobile technicians regardless of if they were involved with the sale of the camper, they would be required to use the same warranty process as a selling dealer. If you choose to use this method, it is possible that they will require you to pay them directly at the time of the service. In this case, you can submit a claim for reimbursement directly to us on our website at <a href="https://golittleguy.com/warranty-authorization-request/">https://golittleguy.com/warranty-authorization-request/</a>. However, it is important to note that Xtreme Outdoors may not cover any or all expenses or agree to all rates charged. It is therefore recommended that you obtain a written estimate from your chosen servicing location, submit that to us at the above website and obtain an authorization from us (including an authorization number) before having the service performed.

## LIMITED ONE-YEAR WARRANTY

Xtreme Outdoors provides a limited warranty ("Warranty") that covers this RV for a period of one (1) year from the date of purchase by the first retail owner. This Warranty covers defects in materials and workmanship supplied by and attributable to Xtreme Outdoors' manufacturing and assembly of the RV, when the RV is solely used for its intended purpose of recreational camping.

## COMPONENT WARRANTIES ARE NOT PART OF THE WARRANTY

Tires, Batteries, and certain Appliances & Electronic Entertainment Equipment are not covered under this Xtreme Outdoors warranty. Customers and dealers should contact the component manufacturers directly for warranties. Contact details of some of the component manufacturers (subject to change) are provided below for your convenience:

- All Dometic products 1-800-216-5115 <u>customersupportcenter@dometicusa.com</u>
- Lippert Components 1-800-238-2388 <u>customerservice@lci1.com</u>
- Trans-Atlantic 1-574-262-0165 warranty@transatlanticprod.com
- ASA Electronics 1-877-305-0445 info@asaelectronics.com
- Lionshead Tire 1-574-533-6169 bscott@lionsheadtireandwheel.com
- Dexter Axle 574-296-7329 warranty@tredittire.com
- Aterra Distributions 1-877-294-8997 warranty@wfcoelectronics.com
- General Electric 1-877-540-7837 <u>www.GEAppliances.com/contact</u>

For more details, please see *Component Warranties* 

#### **GENERAL TERMS OF THE WARRANTY**

The RV's Warranty must be registered within thirty (30) days from the date of initial purchase from the dealer for the Warranty to be valid. Xtreme Outdoors's PDI form must be filled out and submitted with the registration. Warranty registration is ultimately the customer's responsibility if the selling dealer does not do so.

Xtreme Outdoors is not responsible for any undertaking, representation, service agreement, or warranty beyond what is expressly set forth in this Warranty. Any extended warranty purchased through your dealership is an agreement between you, the dealer, and the extended warranty company.

**REPAIR REMEDY:** If within the relevant warranty period, a defect in materials or workmanship is found to exist that is not excluded from coverage, Xtreme 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 Xtreme Outdoors after receiving a reasonable opportunity to repair, Xtreme Outdoors may, at its option, either (1) pay you an amount equal to Xtreme Outdoors' determination of the diminution in value of the RV that was caused by the defect, or (2) provide a similar replacement RV, reflecting a reasonable allowance for the owner's use of the original RV, to be determined by Xtreme Outdoors.

#### PLEASE NOTE THAT UNDER NO CIRCUMSTANCE WILL XTREME OUTDOORS REIMBURSE YOU FOR THE TOTAL COST PAID BY YOU TO THE DEALER FROM WHERE YOU BOUGHT THE RV.

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 Warranty.

Please refer to "WHAT IS NOT COVERED" on page 7 for exclusions on coverage.

## TRANSFERABILITY

**Transferability:** The Warranty may not be transferred by the first retail purchaser to a subsequent purchaser.

#### WHAT IS NOT COVERED - THIS 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, the plumbing hook ups and drains;

• Adjustments to all doors, drawers, locks, latches, slide outs, awnings and window treatments;

• Vinyl decals are not covered after 90 days;

• Tires, Batteries, and certain Appliances & Electronic Entertainment Equipment, all of which are warranted separately by the respective component manufacturer; **See** *Component Warranties* 

• 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 any otherwise damaged or distressed condition;

• Damage or loss caused in whole or in part by the misuse (including off road use), 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 and tear, rust, or corrosion due to exposure to the environment;

• Design defects; Redesign/Re-construction of any part of the RV; or anything related to wheel or axle alignment;

• Manufacturer's updates and any changes made to the original design;

• Damage(s) caused by the customers, whether through accident or improper use;

• 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 Xtreme 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;

• 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 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 Warranty: "Defect" means the failure of the workmanship performed and/or materials used to conform with the design and manufacturing specifications and tolerances of Xtreme Outdoors. Defects are covered because Xtreme Outdoors is responsible; on the other hand, Xtreme 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.

## **PURCHASER'S OBLIGATIONS**

The purchaser shall give notice to the dealer within thirty (30) days after it is or should have been discovered, and make an appointment with the dealer to rectify the situation at the earliest possible time; 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 Xtreme 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 Xtreme Outdoors. Xtreme Outdoors does not participate in retail sales or retail contracts. Among the other requirements under this 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;
- Take steps to mitigate additional damage, should a defect be found, until proper repair can be completed; 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 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 Warranty, and in some cases may cover different time periods 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 Warranty, shall not be entitled to recover from Xtreme 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 Xtreme 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

XTREME 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 XTREME OUTDOORS BEYOND THAT CONTAINED IN THE 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 WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS WARRANTY.

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

#### **DESIGN AND PRODUCT CHANGES**

Xtreme Outdoors, LLC 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 Warranty, or any claim brought against Xtreme Outdoors, directly or indirectly, under which the Purchaser or any other person or entity seeks to broaden the terms of the 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 Xtreme Outdoors to recover its costs, damages, and reasonable attorney's fees in connection with the same.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. By registering or having your RV registered in your name, or by asserting a claim under this 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 Warranty.