

PHOENIX USA RV LIMITED WARRANTY

Congratulations on the purchase of your new motorhome! Phoenix USA RV, Inc. ("Phoenix") welcomes you to the family of Phoenix motorhome owners and hopes that you enjoy your new motorhome. This Limited Warranty covers important legal rights you have as the original retail purchaser of your Phoenix motorhome. **Please read this Limited Warranty carefully.** If you have any questions about the terms of this Limited Warranty, please contact Phoenix by phone at (574) 266-2020, email at warranty@phoenixusarv.com, or mail addressed to Phoenix at 3504 Cooper Drive, Elkhart, Indiana 46514. Any warranty repairs performed on your motorhome are done pursuant to the terms and conditions of this Limited Warranty.

WHAT THIS LIMITED WARRANTY COVERS: This Limited Warranty covers:

- i. **only** the first retail owner of a **new** motorhome who uses the motorhome only for personal, family, or household use;
- ii. **only** those defects existing at the time of purchase which are brought to Phoenix's attention during the applicable period ("Warranty Period"), which shall be the earlier of: (a) ninety days from the date of purchase if the defect relates to custom paint; (b) one year from the date of purchase; or (c) the odometer reaches twelve thousand miles; and
- iii. **only** defects in workmanship performed and/or materials used to assemble those portions of your motorhome not excluded from coverage under the section "What This Limited Warranty Does Not Cover." "Defect" means the failure of workmanship or materials to conform with Phoenix's design and manufacturing specifications and tolerances.

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This Limited Warranty does **not** cover:

- i. Damage to the motorhome due to condensation or rust and corrosion; normal wear and tear; exposure to elements including environmental factors such as airborne fallout, chemicals, tree sap, salt, ocean spray, and road hazards; or "Acts of God" such as hailstorms, windstorms, tornadoes, sandstorms, dust storms, lightning, floods, and earthquakes.
- ii. Damage from accidents, misuse, neglect, or improperly loading the motorhome.
- iii. The automotive chassis and any mechanical parts or systems of the chassis, including by way of example, the engine, drive-train, steering, ride and handling, braking, wheel balance, muffler, axles, tires, tubes, batteries and gauges.
- iv. Components and appliances in the motorhome covered by their own manufacturer's warranty, including but not limited to, refrigerator, microwave, stove, oven, generators, air conditioners, water heater, furnace, plumbing, and electrical components including audio and/or video equipment. Warranty information for those items is in your owner's manual and is also available from your reseller or by contacting Phoenix directly.
- v. Accessories and equipment added or changed after the motorhome leaves the factory.
- vi. Accessories and equipment that are working as designed, but which you are unhappy with the design.
- vii. Routine maintenance that is the responsibility of the owner.
- viii. Any motorhome sold or registered in a country other than the United States or Canada.
- ix. Any customized accessories, equipment, or component you had installed on your motorhome. An accessory, equipment, or component is "custom" if it is not generally offered by Phoenix as a standard feature or an option on the same year and model as your motorhome.
- x. Damage from off-road use.
- xi. Any motorhome used for commercial purposes, as a permanent or full-time residence, as a rental vehicle, or for any use other than recreational travel and camping. For purposes of this Warranty, it shall be deemed conclusive evidence of commercial purposes if: (a) the product is licensed, titled, registered, or insured in the name of any corporation, limited liability company, or any other form of business or commercial entity; or (b) if you have filed a federal, state, or provincial tax form claiming any business tax benefit related to the motorhome. "Full time" for the purposes of this Limited Warranty shall mean using the motorhome for 30 consecutive days or 18 days per month in two or more consecutive months. For any motorhome used for business or commercial purposes, **PHOENIX EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY.**

WHAT YOU MUST DO. As a condition precedent to warranty coverage, you must complete, sign, and return the owner's registration within ten days of purchase to validate this Warranty. **FAILURE TO RETURN THE COMPLETED REGISTRATION TO PHOENIX WILL INVALIDATE THIS WARRANTY. You must present your motorhome for warranty service to Phoenix or an authorized reseller or service center within a reasonable time after discovery of the defect and in no event later than (i) ninety days from the discovery of the defect or (ii) the expiration of the Warranty Period, whichever comes first.** You are responsible for all costs and expenses in getting your motorhome to Phoenix or an authorized reseller or service center for warranty repairs. Warranty service shall, whenever possible, be scheduled by appointment in advance in order to avoid possible delays. Please contact Phoenix to obtain a list of those authorized to perform warranty service in your area. **YOU MAY NOT FILE SUIT WITHOUT PROVIDING WRITTEN NOTICE DESCRIBING THE DEFECTS IN THE MOTORHOME TO PHOENIX AT THE ADDRESS LISTED ABOVE AND PROVIDING PHOENIX WITH THIRTY DAYS FROM THE DATE IT RECEIVES THAT WRITTEN NOTICE TO PERFORM A FINAL REMEDY OF THE DEFECTS.**

EXCLUSIVE REMEDY: Provided that you have met your obligations under this Limited Warranty, Phoenix's sole and exclusive obligation is to repair any covered defects discovered within the Warranty Period (the "Repair Remedy"). Warranty repairs should be expected. Phoenix may use new or remanufactured parts or components of substantially equal quality to complete a repair. If the Repair Remedy fails to successfully cure any defect after a reasonable number of repair attempts, your sole and exclusive remedy (the "Backup Remedy") shall be to have Phoenix pay an independent service shop of your

your sole and exclusive remedy (the "Backup Remedy") shall be to have Phoenix pay an independent service shop of your choice to perform repairs to the defect OR if the defect is incurable, have Phoenix pay diminished value damages. Both the Repair Remedy and the Back-up Remedy must be exhausted and must fail of their essential purpose before you can seek other legal or equitable remedies for breach of this express warranty or for breach of any implied warranties. From time to time Phoenix may, in its sole discretion, decide to make repairs on your motorhome at no cost to you for issues not covered by this Limited Warranty. Such repairs of issues not covered by this Limited Warranty shall be considered goodwill repairs only, and do constitute a waiver of any right that Phoenix has under this Limited Warranty or applicable law. Further, any attempt by Phoenix or a reseller, dealer, or service center to resolve a complaint or request for warranty service for your motorhome shall not constitute a waiver of Phoenix's rights under this Limited Warranty or applicable law. **THIS WARRANTY IS NOT A WARRANTY THAT PROMISES OR EXTENDS TO THE FUTURE PERFORMANCE OF YOUR MOTORHOME BECAUSE PHOENIX MAKES NO REPRESENTATION ON HOW YOUR MOTORHOME WILL PERFORM IN THE FUTURE BUT INSTEAD REPRESENTS ONLY WHAT YOUR REMEDY WILL BE IF A DEFECT EXISTS.**

LIMITATION AND DISCLAIMER OF WARRANTIES: There is no warranty of any nature made by Phoenix concerning your motorhome beyond this Limited Warranty. **PHOENIX MAKES NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THOSE PORTIONS OF THE MOTORHOME EXCLUDED FROM COVERAGE. PHOENIX FURTHER LIMITS ANY IMPLIED WARRANTY OF MERCHANTABILITY ARISING BY OPERATION OF LAW TO THE DURATION OF THE EXPRESS WARRANTY AND TO THOSE PARTS AND COMPONENTS OF THE MOTORHOME COVERED BY THE EXPRESS WARRANTY. PHOENIX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND, AFTER THE EXPIRATION OF THE WARRANTY PERIOD, ALL IMPLIED WARRANTIES OF MERCHANTABILITY.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The reseller or dealer that sold you the motorhome is **not** an agent of Phoenix, and Phoenix is not responsible for any representation or warranty made by any reseller or dealer beyond those expressly set forth in this Limited Warranty. No person has any authority to enlarge, amend, or modify the terms of this Limited Warranty.

REDUCED STATUTE OF LIMITATIONS: **NO ACTION RELATING TO THIS LIMITED WARRANTY OR YOUR MOTORHOME SHALL BE COMMENCED AGAINST PHOENIX LATER THAN (i) NINETY (90) DAYS AFTER EXPIRATION OF THE WARRANTY PERIOD; OR (ii) 15 MONTHS AFTER PURCHASE, WHICHEVER IS EARLIER.** Some states do not allow the statute of limitations to be reduced, so this provision may not apply to you. Unless otherwise prohibited by laws, repairs will not extend the Warranty Period nor the time to file suit against Phoenix.

LIMITATION OF LIABILITY: **YOU, AS THE FIRST RETAIL BUYER OF THE MOTORHOME, AND ANY PERSON WHO IS USING THE MOTORHOME OR BENEFITTING FROM ITS USE, SHALL NOT BE ENTITLED TO RECOVER FROM PHOENIX ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECT IN THE MOTORHOME, INCLUDING FUEL AND TRANSPORTATION EXPENSES TO DELIVER THE PRODUCT TO THE RESELLER, DEALER, OR SERVICE CENTER FOR WARRANTY REPAIRS, HOTEL ROOMS, LOST WAGES, AND MOISTURE DAMAGE SUCH AS MOLD AND MILDEW, AS WELL AS RUST AND CORROSION. THE EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL NOT BE DEPENDENT UPON WARRANTY REPAIRS SUCCESSFULLY CURING ANY DEFECT; THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL SURVIVE ANY FAILURE OF THE LIMITED WARRANTY REMEDIES FULFILLING THEIR ESSENTIAL PURPOSE.** 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.

EVENTS DISCHARGING WARRANTOR FROM OBLIGATION UNDER THIS WARRANTY. The following events discharge Phoenix's obligations under this Limited Warranty: misuse or neglect, including failure to provide reasonable and necessary maintenance; unauthorized alteration of the motorhome, including the use of a part not approved by Phoenix; an accident involving the motorhome; improper loading of the motorhome; using the motorhome as a permanent or full-time residence; using the motorhome for any commercial purpose; and leasing the motorhome.

LEGAL RIGHTS AND REMEDIES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE. **ANY LEGAL DISPUTES RELATING TO THIS LIMITED WARRANTY OR YOUR PHOENIX MOTORHOME MUST BE FILED IN FEDERAL COURT IN SOUTH BEND, INDIANA, OR, IF FEDERAL JURISDICTION DOES NOT EXIST, IN STATE COURT IN ELKHART COUNTY, INDIANA, AND YOU AGREE TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS OVER ANY SUCH DISPUTES.** This Limited Warranty, and all legal disputes between you and Phoenix relating to the motorhome, are governed by the laws of Indiana without regard to Indiana's conflicts-of-laws principles. Phoenix reserves the right to change the parts and design of its motorhomes from time to time and without notice and with no obligation to maintain spare parts or make corresponding changes in its products previously manufactured.