

Towable Non-Transferable Limited Warranty

RIVERSIDE RV

for Waterfall Toy Hauler & White Water Classic Travel Trailer

1 Year Structural Limited Warranty

Summary of Warranty

RIVERSIDE RV warrants the structure of every towable recreational vehicle purchased from an authorized RIVERSIDE RV dealer to the first consumer for the period of one (1) year, to be free from substantial defects in materials and workmanship when used for its intended purpose. The warranty period begins on the date of purchase or the date the unit is first placed in service, whichever is earlier. For the purpose of this warranty (TNTLW) the term “structure” includes the interior and exterior sidewalls, floor, roof and frame.

Exclusions from Warranty

Excluded from coverage under the TNTLW are: (1) items added, changed, or modified after the unit left the possession of RIVERSIDE RV; (2) units used for any commercial purpose; (3) units used for full-time residential use; (4) wear and tear caused by normal usage by the consumer, including but not limited to fading or discoloration of soft goods (e.g. upholstery, drapes, carpet, vinyl, screens, cushions, and mattresses), fading or discoloration of exterior or fiberglass components, tears, punctures, soiling, mildew, mold, and the effects of moisture condensation, acts of God, or corrosive atmospheres that promote rusting, oxidation, or pitting; (6) minor imperfections that do not interfere or affect the suitability of the unit for its intended use; (7) the effects of the consumer’s failure to perform normal and routine maintenance (e.g. inspections, lubrication, adjustments, tightening of screw and nuts and bolts, tightening of lug nuts and wheels, sealing, rotating, cleaning, or other damages; (8) damages resulting from misalignment or adjustments to axles or spindle caused by improper maintenance, modification, loading, unloading, road hazards, road defects, off road travel, or tire failure; (9) damages caused by the negligent or intentional or unintentional misuse of the unit by the consumer including but not limited to occurrences while towing the unit; (10) loss or damage caused by a person or business as a result of transporting the unit after the sale to the consumer, delivering the unit or parking the unit; (11) loss or damage to the plumbing system caused by freezing; (12) claims for personal injuries of any types; (13) cost of transportation of the unit for repairs; (14) components that are warranted separately by another manufacturer (the warranty provided by a component manufacturer is the sole responsibility of the respective manufacturer and not RIVERSIDE RV).

To Obtain Warranty Service

Warranty service may be performed only at RIVERSIDE RV or at any authorized RIVERSIDE RV dealers and service centers. Consumers may contact RIVERSIDE RV for a list of authorized dealers and service centers. (Repairs or replacements by unauthorized dealer or service center will void this TNTLW.) If the consumer believes that a claimed defect is covered by this TNTLW then contact must be made with an authorized dealer or service center within the warranty period. Sufficient information must be given to attempt resolution of the claimed problem. If RIVERSIDE RV determines the repair or replacement appropriate then the consumer must deliver the unit to the dealer or service center as directed. Delivery shall occur no later than thirty (30) days after the authorization for repair or replacement. The unit should not be delivered to RIVERSIDE RV or an authorized dealer or service center without prior authorization. All cost incurred by the consumer

for transportation for warranty service shall be the sole responsibility of the consumer. The dealer or service center shall repair or replace any warranted defect within a reasonable time, but no later than ninety (90) days after delivery by the consumer. Should the unit not be repaired or replaced within said period of time, then the consumer must contact RIVERSIDE RV by certified mail with a written description of the claimed warranted defects and the efforts to remedy it. Failure to notify RIVERSIDE RV in this regard shall render this TNTLW void as to the claimed defects. After receipt of such notice RIVERSIDE RV shall repair or replace such warranted defect within a reasonable time not later than ninety (90) days after delivery by the consumer. The scheduling of the warranty at an authorized dealer or service center is not controlled by RIVERSIDE RV, and delays may be experienced. RIVERSIDE RV is not responsible for loss of use of the unit, expenses for fuel, communication, food, lodging, travel, loss of time and or income or revenue, or loss of or damage to personal property.

Disclaimer and limitations

Neither RIVERSIDE RV nor its dealers shall be liable for incidental, consequential, indirect, special, or punitive damages of any kind or any other financial loss arising out of or in connection with the sale or use of this product, whether based in contract, tort, strict liability, equity, or any other theory, even if RIVERSIDE RV has been advised of the possibility of such damages. The entire liability of RIVERSIDE RV shall be limited to repair or replacement. The United Nations convention on the contracts for international sale of goods is hereby excluded in its entirety from application to this Towable Non-Transferable Limited Warranty. The foregoing TNTLW and the remedies there under are exclusive and in lieu of all other warranties, expressed or implied, including warranties of merchantability, all of which are expressly disclaimed by RIVERSIDE RV This Towable Non-Transferable Limited Warranty grants consumers specific legal rights not including those of which may be offered by local law. Some states limit or prohibit limitations of warranties. Consult a competent attorney for legal advice.

Miscellaneous

No repair or replacement effected shall cause any extension or renewal of the warranty period. RIVERSIDE RV may make parts and or design changes without notice, and repairs or replacements may be made with new or different parts. RIVERSIDE RV reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any products previously manufactured. RIVERSIDE RV has the option in any dispute concerning any warranted defect to seek resolution through mediation or arbitration. In case of arbitration, an arbitrator from the American Arbitration Association (AAA) shall be selected. This TNTLW shall be governed by the laws of the state of Indiana, and any legal action shall be brought only in circuit or superior court of Lagrange County, Indiana.