

This document contains important information regarding your limited warranties. You should read this document very closely prior to your purchase.

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## IMPORTANT DEFINITIONS

As used herein, the following definitions apply:

**Limited Base Warranty** means the Two (2) Year Limited Base Warranty set forth herein.

**Defect** means the failure of the workmanship performed and/or materials used to conform with the design and manufacturing specifications and tolerances of Ember.

**Damage** is caused by such things as collision, misuse, or lack of maintenance that occurs after the RV is delivered to the owner.

**Ember** means Ember Recreational Vehicles, Inc.

**Structural** means the RV's (i) main steel frame and steel support members (outriggers and cross members) (ii) laminated exterior sidewalls, including fiberglass, and wall studs (iii) floors, laminated or non-laminated, including decking and floor joists (iv) roofs, laminated or non-laminated, including decking, roof rafters and roof material installation (v) fiberglass cap(s) including paint application, and windshield installation, if applicable (this structural warranty item does not cover damages to the cap(s) such as impact, rock chips, dents, scratches or failure to maintain all as addressed in the disclaimers below and elsewhere in this Owner's Manual), and (vi) slide out box exterior sidewalls/end walls/roofs/floors, skeletal framing, decking and roof material installation.

**Limited Structural Warranty** means the Three (3) Year Limited Structural Warranty set forth herein.

## WHAT IS A 1-2-3 LIMITED WARRANTY AND HOW TO OBTAIN WARRANTY SERVICE

Ember Recreational Vehicles, Inc., ("Ember") provides a 1-2-3 Limited Warranty with this recreational vehicle ("RV"). Simply stated, one (1) time, the remainder of Ember's Two (2) Year Limited Base Warranty and Ember's Three (3) Year Limited Structural Warranty may be transferred to a subsequent retail purchaser within the first year of ownership. Each Limited Warranty is separate from the other.

Below you will find what is covered under the Limited Warranties, what is not covered under the Limited Warranties and what Ember will do if a defect exists.

To obtain service, please contact your dealer where you purchased the Ember RV for warranty service. If you encounter any difficulty obtaining warranty service, please contact Ember's Ownership Experience Department at:

EMBER RECREATIONAL VEHICLES, INC.  
Attn: Ownership Experience Department  
710 Commerce Drive  
Bristol, Indiana 46507  
Tel: +1 (844) 732-4204  
Email: [warranty@emberrv.com](mailto:warranty@emberrv.com)

# Ember's Two (2) Year Limited Base Warranty

Ember's Limited Base Warranty covers this RV for a period of **two (2) years** from the date of purchase by the first retail owner. The Limited Base Warranty covers defects in materials and workmanship supplied by and attributable to Ember's manufacturing and assembly of the RV.

This Limited Base Warranty does not cover the items excluded under the section entitled "What is Not Covered By the Ember Limited Warranties." The Limited Base Warranty will expire on the second-year anniversary date from the date of the first retail purchase.

## NO EXTENSION TO FUTURE PERFORMANCE

This limited base warranty does not extend to future performance and only sets forth what Ember will do if a defect exists during the two (2) year warranty period.

Ember is not responsible for any promises, obligations, service agreement, or warranty beyond what is expressly set forth in this Limited Base Warranty.

## LIMITATIONS AND DISCLAIMERS

The limited base warranty is provided expressly in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose, and in lieu of all other obligations or liabilities on the part of Ember. Implied warranties, including the implied warranties of merchantability or fitness for a particular purpose, if any, given by law, will be limited to and do not extend beyond the scope of coverage and do not extend beyond the duration of the above written two-year limited base warranty. Oral statements about the RV or statements contained in any advertising, pamphlets, brochures do not constitute warranties and do not modify this warranty in any way.

Ember will not be responsible or liable for incidental or consequential damages of any kind or nature that result from any defect in the recreational vehicle. The disclaimer of consequential and incidental damages is not dependent upon the limited base warranty fulfilling its essential purpose. Ember's aggregate liability under this warranty to buyer, owner and any third party and buyer, owner's and any third party's exclusive remedy against Ember will be repair, replacement or refund as set forth herein.

Some states do not allow limitations of how long an implied warranty lasts or allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you.

## ONE TIME TRANSFERABILITY

This Two (2) Year Limited Base Warranty may be transferred one (1) time by the first retail purchaser to a subsequent retail purchaser within the first year of first retail purchaser's ownership. The Two (2) Year Limited Base Warranty does not extend beyond the two (2) year coverage period. After the second retail purchaser purchases the RV, the second retail

purchaser must, in order to receive the unexpired balance of the Limited Base Warranty coverage as described above, provide Ember your VIN, name, address, phone, and email address (proof of purchase may be requested) by phone at +1 (844) 732-4204 or by email at [warranty@emberrv.com](mailto:warranty@emberrv.com).

# Ember's Three (3) Year Limited Structural Warranty

The Ember Limited Structural Warranty covers this RV for a period of **three (3) years** from the date of purchase by the first retail owner. This Limited Structural Warranty covers defects in materials and workmanship supplied by and attributable to Ember's manufacturing and assembly of the "structural" (as defined below) portions of the RV, when the

RV is used solely for its intended purposes of recreational camping. This Limited Structural Warranty does not cover the items excluded under the section "What is Not Covered Under the Ember Limited Warranties." The Limited Structural Warranty will expire on the third-year anniversary date from the date of the first retail purchase.

## NO EXTENSION TO FUTURE PERFORMANCE

This limited structural warranty does not extend to future performance and only sets forth what Ember will do if a defect exists during the three (3) year warranty period.

Ember is not responsible for any promises, obligations, service agreement, or warranty beyond what is expressly set forth in this limited structural warranty.

## LIMITATIONS AND DISCLAIMERS

The three (3) year limited structural warranty is provided expressly in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose, and in lieu of all other obligations or liabilities on the part of Ember. Implied warranties, including the implied warranties of merchantability or fitness for a particular purpose, if any, given by law, will be limited to and do not extend beyond the scope of coverage and do not extend beyond the duration of the above written three (3) year limited structural warranty period. Oral statements about the RV or statements contained in any advertising, pamphlets, brochures do not constitute warranties and do not modify this warranty in any way.

Ember will not be responsible or liable for incidental or consequential damages of any kind or nature that result from any defect in the recreational vehicle. The disclaimer of consequential and incidental damages is not dependent upon the limited structural warranty fulfilling its essential purpose. Ember's aggregate liability under this warranty to buyer, owner and any third party and buyer, owner's and any third party's exclusive remedy against Ember will be repair, replacement or refund as set forth herein.

Some states do not allow limitations of how long an implied warranty lasts or allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you.

## ONE TIME TRANSFERABILITY

This Three (3) Year Limited Structural Warranty may be transferred one (1) time by the first retail purchaser to a subsequent retail purchaser within the first year of first retail purchaser's ownership. The Limited Structural Warranty does not extend beyond the three (3) year coverage period. After the second retail purchaser purchases the

RV, the second retail purchaser must, in order to receive the unexpired balance of the Limited Structural Warranty coverage as described above, provide Ember your VIN, name, address, phone, and email address (proof of purchase may be requested) by phone at +1 (844) 732-4204 or by email at [warranty@emberrv.com](mailto:warranty@emberrv.com).

# Provisions Applicable to Both Limited Warranties

## PRIMARY REMEDY

If within the stated Limited Warranty periods as set forth above a defect in materials or workmanship is found to exist that is not excluded from coverage, whether under the Two (2) Year Limited Base Warranty or the Three (3) Year Limited Structural Warranty, your primary remedy shall be the repair of the defect.

## SECONDARY REMEDY

If the defect cannot be repaired, after receiving a reasonable opportunity to repair and after a reasonable number of repair attempts, Ember may, at its option, either (i) pay

you the diminution in value damages, or (ii) provide a similar replacement recreational vehicle, less a reasonable allowance for the owner's or prior owner's use of the original RV. Ember RV must fail to provide you with the primary remedy or the secondary remedy before you can sue Ember for breach of contract or the breach of any express or implied warranty.

The discretionary performance of repairs to those portions of your RV excluded from coverage or outside of the stated coverage periods are "good will" repairs and do not alter the obligations imposed by the Limited Base and Limited Structural warranties.

# What is Not Covered by the Ember Limited Warranties

## THE LIMITED BASE AND LIMITED STRUCTURAL WARRANTIES DO NOT APPLY TO:

- Any owner of the RV that is not the original consumer purchaser, or permitted one time transferee as set forth in the Limited Warranties;
- Recreational vehicles that are not originally purchased through an authorized dealer;
- Recreational vehicles purchased through auction, repossession, salvage or an otherwise damaged or distressed condition;
- Recreational vehicles used for business, rental, residential, commercial, or disaster relief purposes, or any purposes other than recreational use in travel and camping;
- Recreational vehicles licensed, registered, or primarily used outside the USA or Canada;
- Equipment, products, components, appliances, or accessories not manufactured or installed by Ember;
- 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;
- Fading or die lot changes of fabrics or carpet or cosmetic issues with the roof material(s) or its installation;
- 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; or any broken glass damage;
- Water leaks or related consequential damages that (1) are a result of improper maintenance or (2) arise after the Two (2) Year Limited Base Warranty expires (water leaks are only covered under the base warranty and not the structural warranty);
- Any injury, loss or damage due to mold or fungi;



- Damage or loss caused in whole or in part by (1) 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 recreational vehicle; (2) the unauthorized attachments, modifications or alterations to the structure, body, or frame of the RV including but not limited to trailer hitches for towing, or platforms for supporting cargo; (3) 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; impact, rock chips, dents, scratches or failure to maintain (4) 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; or (5) 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;

- Acts of God or any other circumstances or occurrences beyond Ember's control.

## Appliance and Component Manufacturer Warranties and Administration

Appliance and component manufacturer warranties, if any, are separate from the above Ember Limited Warranties. Ember administers the separate appliance and component warranties only during the Ember Two (2) Year Limited Base Warranty coverage period, except for tires, batteries, generators, and any supplied electronics (those items are not only excluded, but Ember does not administer those components' separate warranties). All warranty service claims on components must therefore be directed during the Two (2) Year Limited Base

Warranty coverage period to Ember through an authorized Ember dealer or service center. After the Ember Two (2) Year Limited Base Warranty coverage period expires, all appliance and component warranty claims must be directed to the respective appliance and component manufacturers.

**Ember does not warrant any appliances or components and Ember's Limited Warranties shall not be construed, modified or amended by this provision to include warranties of appliances or components.**

### LEGAL REMEDIES

Any action for breach of contract, breach of any warranty, or to enforce any portion of the limited base or limited structural warranties, or any implied warranty, must be commenced within six (6) months after expiration of the above stated respective limited warranty periods or the action will be barred because of the passage of time. Any performance of repairs will not suspend this limitation period from expiring or extend this limitation period.

Some states also do not allow the reduction in the statute of limitations, so this provision may not apply to you.

Exclusive jurisdiction for deciding legal disputes relating to an alleged breach of contract, breach of warranty, or representations of any nature must be filed in Indiana, without regard to conflict of law or choice of law principles.

Also, the above limited warranties will be interpreted and construed in accordance with the laws of the state of Indiana. Any and all claims, controversies, and causes of action arising out of or relating to an alleged breach of contract or the above limited warranties, whether sounding in contract, tort or statute, will be governed by the laws of the state of Indiana, including its 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.

The above limited warranties give you specific legal rights, and you may also have other rights which vary from state to state.