# WINNEBAGO OF INDIANA, LLC NEW VEHICLE LIMITED WARRANTY



### TOWABLES

### **Only Warranty**

This New Vehicle Limited Warranty ("NVLW") is the sole and exclusive warranty made or authorized by Winnebago of Indiana, LLC ("Winnebago") applicable to this Winnebago or SunnyBrook travel or fifth wheel trailer and provides coverage so long as the trailer is used exclusively for recreational purposes in the U.S.A. or Canada

# Promise to Repair:

#### **Basic Coverage**

Winnebago supplied and installed parts: Winnebago promises that any part of this trailer—except those identified in paragraph entitled, "Excluded from Basic Coverage"—found to be defective in material or workmanship shall be repaired or replaced at Winnebago's option without cost to the owner for parts, material, or labor so long as the trailer has been used exclusively for recreational purposes and maintained as recommended in the Operator's Manual.

Excluded from Basic Coverage: The following items are excluded from the basic coverage of the NVLW: parts, accessories, or equipment installed, or modifications or alterations made after the trailer leaves the factory, including items installed and modifications or alterations made by a Winnebago dealer or third-party; a trailer used for a purpose other than recreational use; a trailer used outside the U.S.A. or Canada; recommended maintenance or adjustments; service or maintenance items (such as seals, sealants, lubricants, fluids, light bulbs and filters); replacement parts and repairs required because of improper load distribution, accident, road damage, collision, vandalism, abuse, misuse, neglect, fire, flood, normal wear, or improper or inadequate maintenance, rust or corrosion, exposure to the elements; a component covered under a warranty issued by the component's manufacturer (for example, wheels, tires, axles, brakes, electronics and appliances); delamination of the walls caused by a factor other than a failure of the lamination process, such as physical damage or failure to maintain sealants; and, except as noted, costs incurred in transporting or presenting the trailer for repairs or service under this NVLW.

Basic Coverage Period: Basic Coverage begins on the date of retail delivery, or the date on which the trailer is first placed into service as a demonstrator or company vehicle. Basic Coverage ends after 12 months.

Who may obtain Basic Coverage repairs: Any person who owns this trailer during the Basic Coverage Period.

# **Obtaining Warranty Repairs**

You must, at your own cost, present your trailer to an authorized Winnebago towable service facility during normal business hours and provide a written list of items to be inspected or repaired to the service facility and Winnebago. If requested, you must provide records showing that the trailer has been maintained as recommended in the Operator's Manual.

**Note:** As owner, you are solely responsible for maintaining the trailer as recommended and for all associated costs. Repairs necessitated by an owner's failure to maintain the trailer as recommended are not covered under this NVLW.

# **Questions about Warranty Service**

Contact Winnebago of Indiana, LLC at 1-574-825-5250 or the address below if you: have questions about this NVLW; need assistance in locating an authorized Winnebago service facility; or are at all dissatisfied with warranty repairs.

# One-Year Limitation on Initiating a Claim

A claim for breach of this NVLW or an applicable implied warranty, must be initiated within one-year after the date on which the breach occurs.

#### Sole and Exclusive Remedy/Damages Exclusion

Your sole and exclusive remedy in a proceeding for breach of this NVLW is money damages in an amount equal to the reasonable cost for material and labor necessary to repair or replace parts that should have been done under this NVLW, but were not. Your sole and exclusive remedy in a proceeding for breach of any applicable implied warranty is money damages in an amount equal to the reasonable cost for material and labor necessary to correct the defect or defects upon which the finding of breach of implied warranty is based.

Incidental and consequential damages – such as towing or transport charges, aggravation, inconvenience, lost profits, wages, or income, loss of use, vehicle rental charges, and telephone, food, and lodging costs – are not recoverable from Winnebago for breach of this NVLW or an implied warranty under any circumstances.

**Note:** 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.

### Prior to claiming a breach of warranty

In the event you feel the repairs made by an authorized Winnebago towable service facility fail or are otherwise inadequate, you must contact Winnebago in writing and provide a list of the defects you feel were not repaired. You must then allow Winnebago an opportunity to repair the travel or fifth wheel trailer.

Winnebago may require you to deliver the travel or fifth wheel trailer to its facilities in Middlebury, IN at your expense to affect such repair.

# **Changes in Design**

Winnebago of Indiana, LLC reserves the right to make changes in design and changes or improvements upon its products without imposing any obligation upon itself to install the same upon its products theretofore manufactured.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## No responsibility for dealer statements or conduct

Although authorized to sell and to service Winnebago or SunnyBrook brand trailers under warranty, the dealer is an independent business. Winnebago does not own or control, and shall not be responsible for, or bound by, representations, misrepresentations, or assurances, made by dealer personnel or be liable for a dealer's illegal, fraudulent, or unethical business conduct. NO DEALER IS AUTHORIZED TO MODIFY THIS NVLW or MAKE A WARRANTY OR CREATE ANY OBLIGATION ON WINNEBAGO'S BEHALF.