

## WHO IS THE WARRANTOR?

Lippert Components, Inc. d/b/a Luverne, located at 3501 County Road 6, Elkhart, IN 46514 (hereinafter “Luverne”), is the warrantor under the Luverne Limited Warranty (“Limited Warranty”).

## WHOM DOES THIS LIMITED WARRANTY COVER?

This Limited Warranty covers only the original retail purchaser of the Covered Product (“Covered Purchaser”) and applies only to the original installation. Coverage is not assignable or transferrable.

## WHEN DOES COVERAGE BEGIN?

Coverage under this Limited Warranty begins on the date of retail purchase of a Covered Product by the Covered Purchaser (“Purchase Date”) and lasts for the periods of time specified below.

## WHAT DOES THIS LIMITED WARRANTY COVER AND FOR HOW LONG?

This Limited Warranty provides coverage for a Luverne manufactured product that meets all the following conditions: (1) it is sold by Luverne, (2) it is purchased from Luverne by a Covered Purchaser, and (3) it is installed in the United States by a Covered Purchaser (collectively, “Covered Product”):

| Product                                       | Workmanship & Materials | Components & Parts | Finishings & Coatings |
|---|-------------------------|--------------------|-----------------------|
| All polished stainless steel products         | Lifetime                | 1-year             | Lifetime              |
| All powder-coat over stainless steel products | Lifetime                | 1-year             | 5-year                |
| All powder-coat over carbon steel products    | Lifetime                | 1-year             | 3-year                |
| All powder-coat over aluminum products        | Lifetime                | 1-year             | 5-year                |
| All aluminum products                         | Lifetime                | 1-year             | 5-year                |
| All chrome-plated over carbon steel products  | Lifetime                | 1-year             | 1-year                |
| Other accessories                             | Lifetime                | 1-year             | 1-year                |

Anything replaced under this Limited Warranty, including any parts used in covered warranty repairs, will be warranted for the remaining balance of the Covered Product’s warranty coverage period.

## WHAT WILL LUVERNE DO UNDER THIS LIMITED WARRANTY?

Luverne will have all covered, warrantable defects in materials or workmanship repaired or replaced (at Luverne’s sole discretion), free of charge. With respect to replacement, Luverne has the right (at Luverne’s sole discretion) to replace with a new or refurbished product.

Further, Luverne’s above obligations for any Covered Product are subject to the conditions, limitations and exclusions set out herein in this Limited Warranty, including but not limited to the following:

- This Limited Warranty does not cover, and Luverne will not pay, labor charges connected with installation of replacement parts or freight expenses to and from Luverne in shipping damaged Covered Products or replacement parts.

- Luverne’s liability under this Limited Warranty shall in no event exceed the price paid by the Covered Purchaser (excluding freight), and Luverne shall have no liability except to repair or replace the Covered Product.
- LUVERNE’S OBLIGATIONS WITH RESPECT TO COVERED DEFECTS IN MATERIALS AND WORKMANSHIP ARE LIMITED ONLY TO PROVIDING THE ABOVE REMEDIES. UNDER NO CIRCUMSTANCES WILL A COVERED PURCHASER BE ENTITLED TO A CASH REFUND.**

## WHAT IS NOT COVERED UNDER THIS LIMITED WARRANTY?

This Limited Warranty does not cover, and Luverne has no obligations under this Limited Warranty, for the following:

- Any failure of or damage to the Covered Product caused by or resulting from any intentional or negligent actions, vandalism, improper use, or care.
- Installation of the Covered Product.
- Any failure of or damage to the Covered Product caused by or resulting from installation or any poor, faulty, or incorrect maintenance.
- Any failure of or damage to the Covered Product caused by failure to perform Proper Use (defined below).
- Any failure of or damage to the Covered Product caused by or resulting from an accident (including but not limited to force majeure or natural forces).
- Any failure of or damage, to the Covered Product caused by or resulting from impact damage or road hazards.
- Any failure of or damage to the Covered Product caused by or resulting from shipment (even when Luverne arranged or paid for the shipping).
- Any failure of or damage to the Covered Product caused by or resulting from normal wear and tear.
- Any failure of or damage to the Covered Product caused by or resulting from maintenance, repairs, or modification other than those carried out by Luverne.
- Any failure of or damage to the Covered Product caused by color fade, mold, mildew, corrosion, rust formation, pre-existing fiberglass, rust or water damage.
- Any chemical damage to the Covered Product caused by acids, fuel, oil, or other chemicals.
- Freight expenses to and from Luverne in shipping damaged or replacement parts.
- Any failure of or damage to the Covered Product caused by any and all items and components not sold by Luverne but attached to, incorporated into, or using a Covered Product.

Further, this Limited Warranty also excludes claims based on any misrepresentations by the Covered Purchaser; or if the Covered Product’s serial number has been altered, defaced, removed or rendered unidentifiable. This Limited Warranty is only valid in the country of purchase.

## WHAT ARE THE RESPONSIBILITIES OF THE COVERED PURCHASER UNDER THIS LIMITED WARRANTY?

- Before any claims may be made under this Limited Warranty, the Covered Purchaser must have paid in full for the Covered Product, according to the terms and conditions of the payment terms defined in



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the original order. **IF THE COVERED PURCHASER HAS FAILED TO MAKE FULL PAYMENT ACCORDING TO THE SPECIFIC PAYMENT TERMS FOR THE COVERED PRODUCT, THIS LIMITED WARRANTY SHALL BE NULLIFIED AND LUVERNE SHALL BE RELIEVED FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS LIMITED WARRANTY.** The Covered Purchaser agrees and acknowledges that this Limited Warranty constitutes an executory contract.

- B.** The Covered Purchaser must use care in installation, maintenance, operation, use, and storage of the Covered Product, in accordance with any owner's manual, instructions, or guides for the Covered Product (hereinafter **"Proper Use"**).

## HOW DOES A COVERED PURCHASER OBTAIN SERVICE UNDER THIS LIMITED WARRANTY?

If a Covered Purchaser believes a Covered Product is defective and requires service, it should contact Luverne by emailing it at [productsupport@curtgroup.com](mailto:productsupport@curtgroup.com) or by calling (877) 287-8634.

Luverne requires the following information to consider a warranty request:

- Name, address, and location of the Covered Product;
- Proof of purchase, including date of purchase and install date, if applicable;
- Detailed description of concern;
- Photographs of concern;
- Photograph of any applicable serial number, tags or markings; date code and
- Commitment to allow Luverne to access any components for inspection.

Covered Purchaser must notify Luverne of any claims within the Limited Warranty coverage periods described in this Limited Warranty. Covered Purchaser must provide notice of the alleged defect in writing within thirty (30) days of its discovery.

Moreover, Covered Purchaser may also be required to purchase replacement parts with reimbursement occurring after the defective parts are returned to Luverne for inspection and confirmed as faulty. Covered Purchaser must obtain a return authorization form from Luverne's customer service department prior to the return of any merchandise and after having received such authorization, return the part or product, freight prepaid, to Luverne.

## WHAT OTHER CONDITIONS OR LIMITATIONS APPLY TO THIS LIMITED WARRANTY?

**THIS LIMITED WARRANTY DOES NOT COVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF VALUE OF THE COVERED PRODUCT, LOST PROFITS OR EARNINGS, OUT-OF-POCKET EXPENSES, EXPENSES ASSOCIATED WITH RETURNING THE COVERED PRODUCT TO AN AUTHORIZED DEALER, SERVICE PROVIDER, OR LUVERNE, EXPENSES ASSOCIATED WITH RETURNING THE COVERED PRODUCT TO ITS OWNER, LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY, LOSS OF TIME, OR INCONVENIENCE.**

Some states do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE SALE OF THE COVERED PRODUCT. ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS LIMITED**

**IN DURATION TO THE STATED PERIOD OF THIS LIMITED WARRANTY, EXCEPT IF THE DURATION OF IMPLIED WARRANTIES IS LIMITED BY STATE LAW, THE DURATION IS LIMITED TO THE LENGTH STATED IN THIS LIMITED WARRANTY OR THE LENGTH STATED IN THE STATE LAW LIMITATIONS, WHICHEVER IS SHORTER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS DOCUMENT.**

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Luverne reserves the right to change the design of the Covered Product from time to time without notice and without obligation to make corresponding changes in its products previously manufactured.

Luverne does not authorize any person or company to alter the terms of this Limited Warranty. Any alteration of this Limited Warranty is only effective if signed in writing by Luverne.

**THIS LIMITED WARRANTY ONLY COVERS DEFECTS IN MATERIALS OR WORKMANSHIP AS DESCRIBED HEREIN. THIS LIMITED WARRANTY DOES NOT COVER DEFECTS IN DESIGN.**

## WHAT ARE THE LEGAL REMEDIES UNDER THIS LIMITED WARRANTY?

**THIS LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.**

**ANY LEGAL DISPUTE RELATING TO THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO AN ALLEGED BREACH OF WARRANTY, BREACH OF IMPLIED WARRANTIES, OR REPRESENTATIONS OF ANY KIND, WHETHER SUCH CLAIMS SOUND IN CONTRACT, TORT, OR STATUTE (INCLUDING THE STATUTE OF LIMITATIONS), MUST BE FILED IN A COURT WITHIN THE STATE OF INDIANA, AND SUCH A COURT WILL HAVE EXCLUSIVE JURISDICTION TO HEAR SUCH A DISPUTE.**

**ANY ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY OR REVOCATION OF ACCEPTANCE OR ANY ACTION TO ENFORCE ANY PORTION OF THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN NINETY (90) DAYS OF THE EXPIRATION OF THE APPLICABLE LIMITED WARRANTY COVERAGE PERIOD.**

**BEFORE FILING ANY ACTION, THE COVERED PURCHASER MUST PROVIDE WRITTEN NOTICE TO LUVERNE AND EXHAUST ITS RIGHTS TO REQUEST FROM LUVERNE THAT LUVERNE REPAIR OR REPLACE ANY COVERED PRODUCT ALLEGED TO BE DEFECTIVE IN MATERIALS OR WORKMANSHIP.**

**ANY AUTHORIZATION OR PERFORMANCE OF REPAIRS, ATTEMPTS TO RESOLVE A COMPLAINT, OR REQUEST FOR WARRANTY SERVICE SHALL NOT CONSTITUTE A WAIVER OF LUVERNE'S RIGHTS AND SHALL NOT EXTEND THE LIMITED WARRANTY COVERAGE PERIOD OR WHEN THE COVERED PURCHASER MUST COMMENCE AN ACTION TO ENFORCE ANY CLAIM, UNLESS PROHIBITED BY STATE LAW.**

## HOW DOES STATE LAW RELATE TO THIS LIMITED WARRANTY?

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.