



**BRINKLEY**

— RV —

# WARRANTY GUIDE ADDENDUM

*Three (3) Year Exterior Seals Package*

*Warranty Update*

***NOTE: This document replaces Sections 1, 2, and 3 of all Warranty Guides prior to May 2025, regardless of Model. For individual component warranties, please see the Warranty Guide that you received with your purchase, or the digital version on our website, according to your VIN.***

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## SECTION 1—WELCOME! AN IMPORTANT MESSAGE TO OUR BRINKLEY RV OWNERS

Dear Valued Customer:

Thank you for choosing Brinkley RV!

Your satisfaction with your Brinkley RV and the entirety of your Customer Experience is of the utmost importance to us. We are here to help you along your RV'ing journey. Should you encounter issues with your Brinkley RV along the way, this document will provide you with the information that you need relative to your rights and obligations under our Limited Warranties, as well as a reference guide to the additional warranties extended to your RV from our supplier partners. Utilizing this document will help you navigate the warranty process and help to minimize the time spent requesting and obtaining service.

Brinkley RV has selected the absolute best Dealers in North America based on the sales and service experience that they are capable of supplying to you. Brinkley RV and its Authorized Dealers and Service Centers are the sole and exclusive provider of service, parts, and warranty support to our retail Customers. It is preferred and recommended that you contact the Dealer where you purchased your Brinkley RV first. That being said, Brinkley RV is here to support any and all needs that you may have. Always know that Brinkley RV is here to assist you. Please do not hesitate to contact us for assistance at any time.

It is reasonable to expect that your Brinkley RV will require some service during the Limited Warranty Periods for both the base and structural warranties. We strive to achieve the highest levels of quality, serviceability, and customer satisfaction in the market. With that said, we are human. From time to time (hopefully not often) we will make mistakes. We hope that our products never require service beyond general maintenance. However, when issues or service needs do arise, we will jump into action to provide you with the correct information and/or parts to resolve the issue as expediently as possible.

We are here and we are listening. Please share with us your feedback on how we can better serve you along your journey. We need your input to continually evolve as a company and to continuously improve the overall Customer Experience. It is our mission to provide you with the ultimate Customer Experience that creates the memories you will cherish for a lifetime!

Sincerely,

**Nate Goldenberg**

Operating Partner

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Director of Service Operations

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## SECTION 1A—IMPORTANT MESSAGE TO BRINKLEY RV OWNERS - UPDATED WARRANTY COVERAGE

Dear Valued Customer:

Thank you for choosing Brinkley RV!

We're excited to share an important update regarding our warranty coverage that reflects our continued commitment to quality, innovation, and standing behind every unit we build.

We are retroactively extending the warranty on key components of our Exterior Seals Package from 1 year to 3 years. This enhanced coverage applies specifically to the exterior internal sealing components—those essential elements that are not visible from the exterior of the RV but play a critical role in protecting the integrity of the unit.

This change underscores our drive to push the market toward higher-quality standards and ensures that our customers can continue to travel with confidence, knowing their investment is well-protected.

Watch video here: <https://www.BrinkleyRV.com/BigAnnouncement>

Thank you for being a valued part of our journey. We're proud to stand behind our product—and even prouder to keep raising the bar.

Sincerely,



**Nate Goldenberg**

Operating Partner

e: [ngoldenberg@brinkleyrv.com](mailto:ngoldenberg@brinkleyrv.com)

## SECTION 2—THE BRINKLEY RV ONE (1) YEAR LIMITED BASE WARRANTY

Brinkley RV provides you with two types of Limited Warranties with the purchase of your recreational vehicle (the “RV”) (see Section 4 for Component Manufacturer additional warranties). These Limited Warranties outline what Brinkley RV will cover and what we will do if a defect exists. Please read these documents closely before you purchase the RV so that you understand your warranty protections. The two (2) Limited Warranties that Brinkley RV provides are as follows:

- (1) A One (1) Year Limited Base Warranty; and
- (2) A Three (3) Year Limited Structural and Seals Warranty.

These two (2) warranties are contained within Sections 2 and Section 3 immediately below.

### 2.1—What Does This Limited Warranty Cover?

Brinkley RV, LLC (“Brinkley RV”) provides a One (1) Year (“Warranty Period”) Limited Base Warranty against certain defects in materials and/or workmanship for the RV that may arise from normal use and service to the Retail Consumer Owner (“Owner”) throughout the duration of the Warranty Period for the RV. This Warranty only covers material components and parts of the RV manufactured and made by Brinkley RV and the labor provided directly by Brinkley RV. It does not cover parts that are not made or manufactured by Brinkley RV. In addition to the foregoing and the other limitations and restrictions outlined in this document, this Limited Base Warranty only covers an RV sold by an Authorized Brinkley RV Dealer to the original retail Owner or its assigned/transferred retail Owner.

**NOTE: YOUR WARRANTY REGISTRATION MUST BE COMPLETED WITHIN THE DESIGNATED REGISTRATION TIME FRAME TO BE ELIGIBLE FOR ALL PROVIDED WARRANTIES. TRANSFER OF THIS WARRANTY CAN ONLY OCCUR WHEN THE REGISTRATION INFORMATION IS UPDATED AND WILL REMAIN LIMITED TO THE WARRANTY PERIOD PROVIDED TO THE ORIGINAL OWNER AND TO THE PRIMARY ONE (1) YEAR LIMITED WARRANTY.**

The Warranty Period starts immediately upon purchase.

**THIS WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY FOR ALL DEFECTS OF MATERIAL AND WORKMANSHIP. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES BEYOND THOSE SET FORTH HEREIN. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN ADDITION TO THE EXCLUSIONS SET FORTH IN THIS LIMITED WARRANTY, THIS WARRANTY DOES NOT APPLY TO DAMAGE DUE TO NEGLIGENT, USE, MISUSE, ABUSE, OR ACCIDENT INVOLVING ANY PART AND/OR ALL OF THE RV, OR THE REPAIR/ALTERATION OF SUCH RV. ANY REPAIR OR ALTERATION TO THE RV SPECIFICALLY VOIDS THIS WARRANTY. ANY COMMERCIAL USE, RENTAL, OR BUSINESS USE OF THE RV VOIDS THIS AND ALL OTHER WARRANTIES PROVIDED BY BRINKLEY RV.**

### 2.2—What Type of Things Are Excluded from the Warranty?

THIS WARRANTY DOES NOT COVER:

- 1. Defects in any items or labor that are covered by a separate warranty from the original component manufacturer of any part that is utilized by Brinkley RV in manufacturing the RV (See Section 4 below).

2. Defects in any component parts, including labor, due to the aftermarket modification or additions made to the RV which are not considered original to the RV or which were not manufactured by Brinkley RV.
3. Any defects in work, labor, materials, or parts not manufactured by, performed by, or made by Brinkley RV.
4. Repairs or replacements for scratches, dents, and rust on any interior or exterior surface of the RV and its components.
5. Damage caused by road surface conditions, applications of salt or de-icing chemicals, gravel and sand, ruts, potholes and holes, curbs, or any other road condition causing damage.
6. Deterioration or damage due to normal wear and tear, fading, yellowing, or aging due to UV or sunlight, weather exposure, or deterioration caused by prolonged exposure to natural elements.
7. Damage caused by the environment or weather, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, extreme cold, and acts of God.
8. Damage, repairs, or replacements made necessary by negligence, negligent use, abuse, misuse, or resulting from accidents.
9. Damage, repairs, or replacements caused by modifications and/or alterations in or to the original build and design of the RV.
10. Damage caused by improper weight distribution or overloading the unit beyond its stated gross weight limitations.
11. Repairs or replacements made necessary because of a failure to perform and follow routine and ordinary maintenance procedures and adjustments as recommended by Brinkley RV, the component manufacturer, or a Brinkley RV Dealer.
12. Any defect caused in-transit to or from a Dealer, or to and from the Owner by the Owner or any other person.
13. RVs purchased anywhere other than from an Authorized Brinkley RV Dealer.
14. Vehicles used for disaster relief, rental, or business purposes, or any other purpose that causes an acceleration of wear and tear to the RV beyond normal and ordinary personal and/or recreational use of the RV.
15. Vehicles registered and/or used outside the U.S. and Canada.
16. Damage caused by unregulated water pressure, tank overfill, failure to winterize the RV, or plumbing system modifications resulting in water damage to flooding of the RV.
17. Damage caused by unprotected electrical hook-ups of any kind, power surges, lightning, circuit overload, or electrical system modifications.
18. Damage caused by improper ventilation resulting in excessive condensation that causes water damage, mold, and/or mildew.
19. Damage caused by an infestation by insects, rodents, or animals of any kind.

20. Damage caused by the tow vehicle hitch, equalizer, stabilizer, electrical systems, or brake controller systems.
21. Exterior paint or finish which is warranted independently by the paint manufacturer and/or independent applicator, and
22. Any other items not listed here that were not within Brinkley RV's control.

## 2.3—How to Obtain Warranty Services

Defective parts and workmanship will be repaired and/or replaced by Brinkley RV, an Authorized Brinkley RV Dealer, or a Brinkley RV Authorized Mobile Technician provided that the following terms are met:

1. The person seeking the replacement of the defective part or labor must be the original Owner or a subsequent Owner by transfer or assignment within the Warranty Period.

**NOTE: ANY TRANSFER AND/OR ASSIGNMENT DOES NOT EXTEND THE WARRANTY PERIOD.**

2. The defective material or workmanship for which the warranty work and/or part is sought must be to the RV and/or its components only.

**Example:** Damage caused to the tow vehicle, structures, or other property is not covered. Only the RV is covered.

3. The other terms and conditions of this Limited Warranty (within [Section 2](#)) must also be satisfied.
4. Brinkley RV or the Authorized Brinkley RV Dealer that originally sold the RV must be notified of the covered defect within the Warranty Period and within twenty (20) days of when the defect was discovered or should have been discovered by a reasonable person exercising reasonable care according to the terms of this Limited Warranty.
5. Following notification, the RV must be taken to:
  - The Authorized Dealer from whom you purchased it for inspection.
  - Another Authorized Dealer, if authorized by Brinkley RV.
  - An authorized repair shop as directed by Brinkley RV; or
  - If approved by Brinkley RV, a Brinkley Authorized Mobile Technician will travel to your location to conduct the repairs.

**NOTE: SEE ALSO [SECTION 2.4](#). UPON PROVIDING NOTICE, YOU HAVE NINETY (90) DAYS TO TAKE ACTION TO PERMIT REPAIR OR FILE A LEGAL ACTION TO ENFORCE YOUR RIGHTS.**

6. The Party designated by Brinkley RV in Paragraph 5 above will undertake appropriate corrective repairs in instances where the defect in materials and workmanship are covered by this Limited Warranty.

**BRINKLEY RV ALSO RESERVES THE RIGHT TO USE OR PERMIT THE USE OF ALTERNATIVE PARTS OR COMPONENTS HAVING SUBSTANTIALLY EQUAL OR GREATER QUALITY.**

**IN NO EVENT SHALL A REPAIR OR REPLACEMENT FOR A DEFECT BE COVERED UNDER THIS LIMITED WARRANTY UNLESS THE REPAIR OR REPLACEMENT OCCURS AT EITHER BRINKLEY RV'S FACILITIES, A BRINKLEY RV DESIGNATED REPAIR SHOP, AN AUTHORIZED BRINKLEY RV DEALERSHIP, OR PERFORMED BY A BRINKLEY AUTHORIZED MOBILE TECHNICIAN.**

**ALL COSTS INCURRED IN TRANSPORTING THIS RV FOR WARRANTY SERVICE SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE APPROVED IN ADVANCE BY BRINKLEY RV.**

## 2.4—What Are the Owner's Obligations?

**THE OWNER SHALL GIVE NOTICE OF WARRANTY CONCERN TO BRINKLEY RV'S AGENT OR DEALER WITHIN TWENTY (20) DAYS AFTER IT IS OR SHOULD HAVE BEEN DISCOVERED, AND ANY LEGAL OR OTHER ACTION TO ENFORCE IT SHALL BE COMMENCED NOT MORE THAN NINETY (90) DAYS THEREAFTER. OTHERWISE, THE OWNER WILL HAVE WAIVED ANY SUCH DEFECT AND CLAIM, AND ANY AND ALL DAMAGES ARISING AS A RESULT THEREOF.**

The Owner must perform reasonable and necessary maintenance upon the RV and use the RV in accordance with the component manufacturers and Brinkley RV's directions and recommendations. Among the other requirements under this Warranty, the Owner must also:

1. Maintain the RV in accordance with the maintenance requirements contained in the Owner's Manual.
2. Make minor adjustments after ninety (90) days of ownership including, but not limited to: doors, drawers, latches, regulators, controls, and mechanisms.
3. Maintain all interior sealants around the sinks, countertops, shower doors, and shower surrounds, and any other high use water areas, which must be inspected every six (6) months and replaced as needed to ensure there are no gaps or voids.

**NOTE: All seals and sealants utilized on the exterior structure of the RV are covered by the Three (3) Year Limited Structural and Seals Warranty outlined in Section 3 of this document.**

4. Return their vehicle to an Authorized Brinkley RV Dealer or utilize a Brinkley RV Authorized Mobile Technician for repairs.

If you believe that you have a claim under this Warranty, locate and contact your nearest Authorized Brinkley RV Dealer to schedule an appointment. Be prepared to provide:

- Your Vehicle Identification Number (VIN).
- The date of purchase.
- A detailed description of the issue or concern.

If you cannot locate an Authorized Dealer, please visit Brinkley RV's website or contact Brinkley RV Customer Care directly for immediate assistance.

Brinkley RV Website: [www.BrinkleyRV.com](http://www.BrinkleyRV.com)

Email: [CustomerCare@BrinkleyRV.com](mailto:CustomerCare@BrinkleyRV.com)

Phone: (574) 501-4280 (include hours available if not 24/7)



## 2.5—What are the Brinkley RV Authorized Dealer’s Responsibilities?

At the time of purchase, and any time thereafter that the Owner requests, Brinkley RV Authorized Dealers shall:

1. Perform a thorough walk-through of the RV and its components to ensure that the RV Owner understands the operation, use, and safety requirements of the RV.
2. Review the RV Warranties, Owner’s Manual, and the operating and instruction guides for the RV and its components.
3. Inform the customer on how to obtain service, both locally and while in transit.

**BRINKLEY RV IS NOT RESPONSIBLE OR LIABLE FOR ANY FAILURES, BREACHES, NEGLIGENCE, INATTENTION, OR PROBLEMS ON THE PART OF THE DEALER.**

**IMPORTANT: IF YOU DO NOT FEEL COMFORTABLE THAT THE BRINKLEY RV AUTHORIZED DEALER PROVIDED YOU THE ABOVE WITH THE DETAIL AND CLARITY REQUIRED FOR YOU TO BE COMFORTABLE THAT YOU CAN SAFELY AND PROPERLY USE YOUR BRINKLEY RV, PLEASE CONTACT BRINKLEY RV CUSTOMER CARE DIRECTLY.**

## 2.6—What Events Discharge Brinkley RV from the Obligations Under This Warranty?

Brinkley RV is not responsible if any of the following conditions occur:

1. The damage or defect occurs after the expiration date of this Limited Warranty.
2. Failure by Owner to notify Brinkley RV or its Authorized Brinkley RV Dealer within the effective time period of this Limited Warranty.
3. Failure by Owner to comply with the provisions in Section 2 of this Warranty Guide.

## 2.7—Activating the Component Manufacturer Warranties (Component Warranties)

As stated above, some components, accessories, or equipment are not covered by this Base Limited Warranty. However, those items may have coverage provided by the component manufacturer. These warranties are wholly separate from this Limited Base Warranty, and in some cases may be longer and/or have specific coverage provisions and requirements.

These warranties will become activated once the RV is registered. To receive direct notification and communication from the component manufacturer, it is recommended for the individual component registrations be completed and returned to the component manufacturer. These forms and documents will be located with the Owner’s Materials provided with your new RV. You must complete and submit them to the respective manufacturer as quickly as possible and within the time periods required by those warranties.

For a complete listing of the additional warranties afforded to you, please see Section 4 of this Warranty Guide.

## 2.8—Disclaimer of Consequential, Incidental, and Punitive Damages

THE ORIGINAL RETAIL OWNER OF THE RV AND ANY PERSON TO WHOM THE RV IS TRANSFERRED, ASSIGNED, GIVEN OR CONVEYED, AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFICIARY OF THIS LIMITED WARRANTY, SHALL NOT BE ENTITLED TO RECOVER FROM BRINKLEY RV ANY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES RESULTING FROM ANY DEFECT IN THE RV, OR LOSS OF USE, TIME, OR REVENUES. THIS WARRANTY ALSO EXCLUDES COSTS OF TRANSPORTATION TO ANY AUTHORIZED DEALER OR SERVICE REPRESENTATIVE OR TO BRINKLEY RV TO GET WARRANTY SERVICE, LOSS OF USE OF THE RV, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE AND ANY PUNITIVE DAMAGES, WITH RESPECT TO BUSINESS OR PROPERTY, WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE.

NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE DAMAGES. AS SUCH, THESE LIMITATIONS MAY NOT APPLY TO YOU.

## 2.9—Other Provisions, Disclaimers, and Exclusions

TO THE EXTENT NOT EXCLUDED IN THIS LIMITED WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY, AN UNWRITTEN WARRANTY THAT THE PRODUCT IS FIT FOR ORDINARY USE, IS LIMITED TO THE WARRANTY PERIOD OF THIS WRITTEN WARRANTY, AND ANY OTHER IMPLIED WARRANTY ARISING BY OPERATION OF LAW ARE SPECIFICALLY LIMITED TO THE WARRANTY PERIOD OF THIS WRITTEN WARRANTY TO THE EXTENT NOT EXCLUDED IN THIS LIMITED WARRANTY.

IF ANY MODEL OR SAMPLE IS SHOWN TO THE OWNER PRIOR TO THE PURCHASE OF THE RV, SUCH SAMPLE OR MODEL WAS MERELY TO ILLUSTRATE A GENERAL TYPE OF QUALITY AND NOT TO REPRESENT THAT THE RV WOULD NECESSARILY CONFORM TO A SAMPLE OR MODEL AND SHALL NOT BE DEEMED TO BE PART OF THE BASIS OF THE BARGAIN OR CREATE ANY EXPRESSED WARRANTIES OR AFFIRMATIONS OR PROMISES.

BRINKLEY RV EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES.

THERE IS NO EXPRESSED OR IMPLIED WARRANTY MADE BY BRINKLEY RV BEYOND THAT CONTAINED IN THE LIMITED WARRANTY ABOVE. THE ABOVE-REFERENCED LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES. TO ACTIVATE THE LIMITED WARRANTY, THE RV MUST BE REGISTERED AT THE TIME OF PURCHASE AND NO LATER THAN TWO WEEKS (14 DAYS) FROM THE DATE OF PURCHASE; OTHERWISE, THIS LIMITED WARRANTY WILL NOT BE EFFECTIVE. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS WARRANTY.

NOTE: SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## DESIGN CHANGES

Brinkley RV reserves the right to change the design of its RV from time to time without notice and without obligation to make corresponding changes in its products previously manufactured. Brinkley intends to continuously change and improve its products. Such changes and improvements are not an admission of fault of any kind and do not extend any of the warranties contained in this Warranty Guide beyond their stated coverage and duration.

## COSTS AND ATTORNEY FEES

Any warranty claim asserted or brought in violation of this Limited Warranty, or any claim brought against Brinkley RV, directly or indirectly, under which the Owner or any other person or entity seeks to broaden the terms of the Limited Warranty or under which the Owner or any other person fails to successfully prevail on any issue or matter of any type or nature, shall entitle Brinkley RV to recover its costs, damages, and reasonable attorney fees in connection with the same.

## HOW DOES STATE LAW RELATE TO THIS WARRANTY?

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. It is the Owner's responsibility to understand these additional rights, if any, that are provided by state law.

### 2.10—Owner Acknowledgment

**BY REGISTERING OR HAVING YOUR RV REGISTERED IN YOUR NAME, OR BY ASSERTING A CLAIM UNDER THIS LIMITED WARRANTY, THE OWNER (INCLUDING ALL TRANSFERS AND ASSIGNS) IS AGREEING ON BEHALF OF THE OWNER AND ALL ASSIGNS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.**

## SECTION 3—THE BRINKLEY RV THREE (3) YEAR LIMITED STRUCTURAL AND SEALS WARRANTY

### 3.1—What Does This Warranty Cover?

Brinkley RV, LLC (“Brinkley RV”) provides this Three (3) Year (the “Warranty Period”) Limited Structural and Seals Warranty against certain defects in materials and/or workmanship for the “Structural and Seal Components” (as defined below) manufactured by, and workmanship provided directly by, Brinkley RV arising under normal use and service to the Structural and Seals Components of the RV to the Original Retail Consumer Owner (the “Original Owner”) for the Warranty Period. This Warranty only covers material components and parts of the Structural and Seals Components manufactured by and made by Brinkley RV and labor provided directly by Brinkley RV. In addition to the foregoing and the other limitations and restrictions set forth in this Limited Warranty, this Limited Warranty only covers a Brinkley manufactured RV sold to the Original Owner by an Authorized Brinkley RV Dealer provided the registration was received within the two-week (14 days) registration period, and no later than the thirty (30) day grace period set forth above. This Warranty is not assignable to any person or entity beyond the Original Owner. The Warranty Period starts immediately upon purchase.

“Structural Components” consist of materials and/or workmanship directly attributable to Brinkley RV and includes:

- The laminated fiberglass sidewalls assemblies.
- The laminated fiberglass rear wall assembly.
- The front wall assembly excluding any molded fiberglass front/rear cap .
- The sidewalls and front walls of any slide-out rooms.
- The roof assembly.
- The floor assembly.
- The chassis (also known as the frame) assembly.

“Seal Components” consist of materials and or workmanship directly attributable to Brinkley RV and includes:

- Any seals, sealants, tapes, and gaskets utilized on the RV for the purposes of sealing the exterior of the RV from intrusion of water, air, or dust, as well as to maintain the structural integrity between joined services.
- For the purposes of this Warranty, the seals, sealants tapes and gaskets utilized on the interior living areas of the RV are not covered. They remain covered by the Limited One (1) Year Warranty outlined above.

For purpose of this Limited Structural and Seals Warranty, the term “assembly” or “assemblies” means only those components that provide structural integrity to the RV and generally consists of wood or wood alternatives, aluminum, steel, foam, adhesives, and/or structural fasteners.

**EXAMPLE:** The windows of the RV, although contained within the sidewalls, rear walls, front walls, and slide-outs of the RV, are not Structural components or considered part of the assembly or assemblies described in this section.

**NOTE:** On the seals and gaskets covered by this Warranty, there are different maintenance requirements for the exterior seals and gaskets that are interior to the structure versus the sealants visible on the exterior of the unit. See Section 3.4 below for details pertaining to the exterior seals maintenance.

**NOTE:** See also Section 2.4 for details pertaining to the interior seals maintenance. These are the seals that are interior to the coach in the living quarters and compartment areas.

**THIS WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY FOR ALL DEFECTS OF MATERIAL AND WORKMANSHIP. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES BEYOND THOSE SET FORTH HEREIN. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN ADDITION TO THE EXCLUSIONS SET FORTH IN THIS LIMITED WARRANTY, THIS WARRANTY DOES NOT APPLY TO DAMAGE DUE TO NEGLIGENT USE, MISUSE, ABUSE, OR ACCIDENT INVOLVING ANY PART AND/OR ALL OF THE STRUCTURAL AND/OR SEALS COMPONENTS, OR THE REPAIR OR ALTERATION OF SUCH STRUCTURAL AND/OR SEALS COMPONENTS. ANY REPAIR OR ALTERATION TO THE STRUCTURAL COMPONENTS SPECIFICALLY VOIDS THIS WARRANTY. ANY COMMERCIAL USE, RENTAL, OR BUSINESS USE OF THE RV VOIDS THIS AND ALL OTHER WARRANTIES PROVIDED BY BRINKLEY RV.**

### 3.2—What Type of Things Are Excluded from the Warranty?

THIS WARRANTY DOES NOT COVER:

1. Defects in any component parts or labor performed by Brinkley RV to manufacture the RV that are not considered the Structural and/or Seals Components of the RV.
2. Defects in any Structural and Seals Components or labor which are covered by a separate warranty from the original Structural Component manufacturer of any part that is utilized by Brinkley RV in manufacturing the RV (See Section 4 below).
3. Defects in any component parts, including labor, due to the aftermarket modification or additions made to the RV which are not considered the RV or which were not manufactured by Brinkley RV.
4. Any defects in work, labor, materials, or parts not actually manufactured by, performed by, or made by Brinkley RV.
5. Repairs or replacements for scratches, dents, and rust on any interior or exterior surface of the Structural and/or Seals Components.
6. Damage to Structural and/or Seals Components caused by road surface conditions, applications of salt or de-icing chemicals, gravel and sand, ruts, potholes and holes, curbs, or any other road condition causing damage.
7. Deterioration or damage to Structural and/or Seals Components due to normal wear and tear, fading, yellowing, or aging due to UV or sunlight, weather exposure, or deterioration caused by prolonged exposure to natural elements.
8. Damage to Structural and/or Seals Components caused by the environment or weather, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, extreme cold, and acts of God.
9. Damage, repairs, or replacements of Structural and/or Seals Components made necessary by negligence, negligent use, abuse, misuse, or resulting from accidents.
10. Damage, repairs, or replacements of Structural and/or Seals Components caused by modifications and/or alterations in or to the original build and design of the RV.
11. Damage to Structural and/or Seals Components caused by improper weight distribution or overloading the unit beyond its stated gross weight limitations.

12. Repairs or replacements of Structural and/or Seals Components made necessary by reason of a failure to perform and follow routine and ordinary maintenance procedures and adjustments as recommended by Brinkley RV, the component manufacturer, or a Brinkley RV Dealer.
13. Any defect or damage to Structural and/or Seals Components caused in-transit to or from a Dealer or to and from the Owner by the Owner or any other person.
14. RVs purchased anywhere other than from an Authorized Brinkley RV Dealer.
15. Vehicles used for disaster relief, rental, business purposes, or any other purpose that causes an acceleration of wear and tear to the RV beyond normal and ordinary personal and/or recreational use of the RV.
16. Vehicles registered and/or used outside the U.S. and Canada.
17. Damage to Structural and/or Seals Components caused by unregulated water pressure, tank overfill, failure to winterize the RV, or plumbing system modifications resulting in water damage to flooding of the RV.
18. Damage to Structural and/or Seals Components caused by unprotected electrical hook-ups of any kind, power surges, lightning, circuit overload, or electrical system modifications.
19. Damage to Structural and/or Seals Components caused by improper ventilation resulting in excessive condensation that causes water damage, mold, and/or mildew.
20. Damage to Structural and/or Seals Components caused by an infestation by insects, rodents, or animals of any kind.
21. Damage to Structural and/or Seals Components caused by the tow vehicle hitch, equalizer, stabilizer, electrical systems, or brake controller systems.
22. Any other items not listed here that were not within Brinkley RV's control.

### 3.3—How to Obtain Structural and Seals Warranty Services

Defective parts and workmanship of Structural and/or Seals Components will be repaired and/or replaced by Brinkley RV, an Authorized Brinkley RV Dealer, or a Brinkley RV Authorized Mobile Technician provided that the following terms are met:

1. The person seeking the replacement of the defective part or labor must be the Original Owner.

**NOTE: THIS LIMITED STRUCTURAL AND SEALS WARRANTY IS NOT TRANSFERABLE OR ASSIGNABLE.**

2. The defective Structural and/or Seals Component material or workmanship for which the warranty work and/or part is sought must be to the RV and/or its components only.

**EXAMPLE:** Damage caused to the tow vehicle, structures, or other property is not covered. Only the RV is covered.

3. The other terms and conditions of this Limited Structural Warranty (within Section 3) must also be satisfied.
4. Brinkley RV AND the Authorized Brinkley RV Dealer that originally sold the RV must be notified of the covered Structural and/or Seals Component defect within the Warranty Period and within twenty (20) days of when the

defect was discovered or should have been discovered by a reasonable person exercising reasonable care according to the terms of this Limited Warranty.

5. Following notification, the RV must be taken to:
  - a. The Authorized Brinkley RV Dealer from whom you purchased it for inspection.
  - b. Another Authorized Brinkley RV Dealer, if authorized by Brinkley RV.
  - c. An authorized repair shop as directed by Brinkley RV.
  - d. If approved by Brinkley RV, a Brinkley Authorized Mobile Technician will travel to your location to conduct the repairs.

**NOTE: SEE ALSO [SECTION 3.4](#). UPON PROVIDING NOTICE, YOU HAVE NINETY (90) DAYS TO TAKE ACTION TO PERMIT REPAIR OR FILE A LEGAL ACTION TO ENFORCE YOUR RIGHTS.**

6. The Party designated by Brinkley RV in Paragraph 5 above will undertake appropriate corrective repairs in instances where the defect in Structural and/or Seals Component materials and workmanship are covered by this Limited Structural and Seals Warranty.

**IN NO EVENT SHALL REPAIR OR REPLACEMENT FOR A STRUCTURAL AND/OR SEAL COMPONENT DEFECT BE COVERED UNDER THIS WARRANTY UNLESS THE REPAIR OR REPLACEMENT OCCURS AT BRINKLEY RV'S FACILITIES, BRINKLEY RV'S DESIGNATED REPAIR SHOP OR AUTHORIZED DEALER, OR BY A BRINKLEY RV AUTHORIZED MOBILE TECHNICIAN.**

**UPON DISCOVERY OF ANY DEFECT COVERED BY THIS WARRANTY, YOU MUST NOTIFY THE AUTHORIZED DEALER FROM WHOM YOU PURCHASED THE RV. YOU MUST ALWAYS NOTIFY BRINKLEY RV AS WELL EVEN IF YOU CONTACT THE DEALER FROM WHOM YOU PURCHASED THE RV. FURTHER, NO WORK MAY BE PERFORMED ON THE STRUCTURAL AND/OR SEAL COMPONENTS WITHOUT THE PRIOR AUTHORIZATION OF BRINKLEY RV.**

**ALL COSTS INCURRED IN TRANSPORTING THIS RV FOR WARRANTY SERVICE SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE APPROVED IN ADVANCE BY BRINKLEY RV.**

### **3.4—What Are the Owner's Obligations?**

**THE OWNER SHALL GIVE NOTICE OF WARRANTY CONCERN TO BRINKLEY RV'S AGENT OR DEALER WITHIN TWENTY (20) DAYS AFTER IT IS OR SHOULD HAVE BEEN DISCOVERED, AND ANY LEGAL OR OTHER ACTION TO ENFORCE IT SHALL BE COMMENCED NOT MORE THAN NINETY (90) DAYS THEREAFTER. OTHERWISE, THE OWNER WILL HAVE WAIVED ANY SUCH DEFECT AND CLAIM, AND ANY AND ALL DAMAGES ARISING AS A RESULT THEREOF.**

The Owner must perform reasonable and necessary maintenance upon the RV and use the RV in accordance with the component manufacturers and Brinkley RV's directions and recommendations. Among the other requirements under this Warranty, the Owner must also:

1. Maintain the RV and its Structural Components in accordance with the maintenance requirements contained in the Owner's Manual;
2. Inspect for damage and maintain all visible exterior sealants regularly to ensure there are no gaps or voids or damage to the visible exterior seals; and

3. Inspect for visible damage any of the exterior seals of the RV that are not visible on the exterior of the RV regularly. The exterior seals (tapes, sealants) of the RV that are not exteriorly visible are located beneath the exterior surface of the RV's exterior roof, walls, floors, and exterior components including, but not limited to, AC units, roof vents, solar panels, windows, front or rear fiberglass or composite caps, exterior lenses and lighting, floor line attachments of the exterior metal cladding, awnings, and any other exterior component that is connected to the structure of the RV. If any of the seals appear to be compromised, report the same to your selling Dealer and Brinkley RV and seek service.
4. Return their vehicle to an Authorized Brinkley RV Dealer or utilize a Brinkley RV Authorized Mobile Technician for repairs.

If you believe that you have a claim under this Warranty, locate and contact your Authorized Brinkley RV Dealer to schedule an appointment. Be prepared to provide:

1. Your Vehicle Identification Number (VIN);
2. The date of purchase; and
3. A detailed description of the issue or concern.

If you cannot locate an Authorized Dealer, please visit Brinkley RV's website or contact Brinkley RV Customer Care directly for immediate assistance.

### 3.5—What Events Discharge Brinkley RV from the Obligations Under This Warranty?

Brinkley RV is not responsible if any of the following conditions occur:

1. The Structural and/or Seals Component damage or defect occurs after the expiration date of this Limited Warranty;
2. Failure by Owner to notify Brinkley RV or its Authorized Brinkley RV Dealer in writing within the effective time period of this Limited Structural and Seals Warranty; and
3. Failure by Owner to comply with the provisions Section 3 of this Warranty Guide.

### 3.6—Disclaimer of Consequential, Incidental, and Punitive Damages

**THE ORIGINAL RETAIL OWNER OF THE RV AND ANY PERSON TO WHOM THE RV IS TRANSFERRED, ASSIGNED, GIVEN OR CONVEYED, AND ANY PERSON WHO IS AN INTENDED OR UNINTENDED USER OR BENEFICIARY OF THIS LIMITED STRUCTURAL AND SEALS WARRANTY, SHALL NOT BE ENTITLED TO RECOVER FROM BRINKLEY RV ANY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES RESULTING FROM ANY STRUCTURAL AND/OR SEALS DEFECT IN THE RV, OR LOSS OF USE, TIME, OR REVENUES. THIS WARRANTY ALSO EXCLUDES COSTS OF TRANSPORTATION TO ANY AUTHORIZED DEALER OR SERVICE REPRESENTATIVE OR TO BRINKLEY RV TO GET WARRANTY SERVICE, LOSS OF USE OF THE RV, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE AND ANY PUNITIVE DAMAGES, WITH RESPECT TO BUSINESS OR PROPERTY, WHETHER AS A RESULT OF BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE.**

**NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE DAMAGES. AS SUCH, THESE LIMITATIONS MAY NOT APPLY TO YOU.**



### 3.7—Other Provisions, Disclaimers, and Exclusions

TO THE EXTENT NOT EXCLUDED IN THIS LIMITED WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY, AN UNWRITTEN WARRANTY THAT THE PRODUCT IS FIT FOR ORDINARY USE, IS LIMITED TO THE WARRANTY PERIOD OF THIS WRITTEN WARRANTY, AND ANY OTHER IMPLIED WARRANTY ARISING BY OPERATION OF LAW ARE SPECIFICALLY LIMITED TO THE WARRANTY PERIOD OF THIS WRITTEN WARRANTY TO THE EXTENT NOT EXCLUDED IN THIS LIMITED WARRANTY. IF ANY MODEL OR SAMPLE IS SHOWN TO THE OWNER PRIOR TO THE PURCHASE OF THE RV, SUCH SAMPLE OR MODEL WAS MERELY TO ILLUSTRATE A GENERAL TYPE OF QUALITY AND NOT TO REPRESENT THAT THE RV WOULD NECESSARILY CONFORM TO A SAMPLE OR MODEL AND SHALL NOT BE DEEMED TO BE PART OF THE BASIS OF THE BARGAIN OR CREATE ANY EXPRESSED WARRANTIES OR AFFIRMATIONS OR PROMISES.

BRINKLEY RV EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES.

THERE IS NO EXPRESSED OR IMPLIED WARRANTY MADE BY BRINKLEY RV BEYOND THAT CONTAINED IN THE LIMITED STRUCTURAL AND SEALS WARRANTY ABOVE. THE ABOVE-REFERENCED LIMITED STRUCTURAL AND SEALS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES. TO ACTIVATE THE LIMITED STRUCTURAL AND SEALS WARRANTY, THE RV MUST BE REGISTERED AT THE TIME OF PURCHASE AND NO LATER THAN TWO WEEKS (14 DAYS) FROM THE DATE OF PURCHASE; OTHERWISE, THIS LIMITED STRUCTURAL AND SEALS WARRANTY WILL NOT BE EFFECTIVE. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS WARRANTY.

**NOTE:** SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### DESIGN CHANGES

Brinkley RV reserves the right to change the design of its RV from time to time without notice and without obligation to make corresponding changes in its products previously manufactured. Brinkley intends to continuously change and improve its products. Such changes and improvements are not an admission of fault of any kind and do not extend any of the warranties contained in this Warranty Guide beyond their stated coverage and duration.

#### COSTS AND ATTORNEY FEES

Any warranty claim asserted or brought in violation of this Limited Structural and Seals Warranty, or any claim brought against Brinkley RV, directly or indirectly, under which the Owner or any other person or entity seeks to broaden the terms of the Limited Warranty or under which the Owner or any other person fails to successfully prevail on any issue or matter of any type or nature, shall entitle Brinkley RV to recover its costs, damages, and reasonable attorney fees in connection with the same.

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

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. It is the Owner's responsibility to understand these additional rights, if any, that are provided by state law.

### 3.8—Owner Acknowledgment

BY REGISTERING OR HAVING YOUR RV REGISTERED IN YOUR NAME, OR BY ASSERTING A CLAIM UNDER THIS LIMITED STRUCTURAL AND SEALS WARRANTY, THE OWNER IS AGREEING ON BEHALF OF THE OWNER AND ALL ASSIGNS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.