



## Welcome and Important Limited Warranty Information

Thank you for purchasing an Iron Peak Camper. This document outlines important rights and limitations associated with your new camper under the terms of the limited warranty provided.

We encourage you to review the details of this limited warranty carefully to fully understand the coverage and any restrictions that may apply.

## Understanding Your Limited Warranty

### Important Note:

This Limited Warranty is intended to clearly outline what is and is not covered by Iron Peak Campers. It provides information on the specific actions Iron Peak Campers will take if a defect is identified. However, it is important to understand that this Limited Warranty does not serve as a blanket guarantee for the recreational vehicle for any set period of time.

Before making a purchase, please review this Limited Warranty carefully so you are fully aware of the terms, coverage, and limitations related to your Iron Peak Camper.

### **LIMITED WARRANTY COVERAGE**

The Iron Peak Campers Limited Warranty provides coverage for your recreational vehicle ("RV") and is designed to protect against defects in materials and workmanship. This warranty is extended exclusively to the first retail purchaser of the RV.

Coverage under the Limited Warranty lasts for two (2) years from the date of purchase. During this period, Iron Peak Campers will address defects attributable to its manufacturing and assembly processes, specifically for the structural components of the RV as outlined below.

Additionally, the chassis and suspension of the RV are covered by a separate warranty that extends for five (5) years from the original purchase date. This extended coverage is also reserved for the first retail owner.

The Limited Warranty applies only to defects in materials and workmanship that are directly related to Iron Peak Campers' manufacturing and assembly of the structural portions of the RV. This coverage is valid when the RV is used solely for its intended purpose of short-term recreational camping.

Please note that this Limited Warranty does not cover items listed under the section titled "Exclusions from Coverage." Be sure to review that section to understand which components and circumstances are not protected by the warranty.

## **Definition of "Structural" Components**

"Structural" refers to specific elements of the RV that are covered under the Limited Warranty. These elements are described in detail below:

- The main trailer frame and support members of the RV, including those found in the Cruisemaster suspension, are considered structural components. These parts are specifically protected by a five (5) year warranty.
- The exterior composite sidewalls, floor, and roof—including fiberglass and paint application where applicable—are also classified as structural components. These items are covered under a two (2) year warranty.

Please be aware that the structural warranty does not apply to damages affecting the composite panels, such as impact, rock chips, dents, scratches, or issues that arise from failure to properly maintain these parts. Further details about exclusions and maintenance requirements can be found in the disclaimers provided below and elsewhere in this Owner's Manual.

## **Scope and Limitations of the Limited Warranty**

The Limited Warranty offered by Iron Peak Campers is the sole warranty provided for your recreational vehicle. No additional warranties, whether express or implied, exist beyond the terms and conditions outlined within this Limited Warranty. Furthermore, no individual is authorized to expand, alter, or modify the provisions of this Limited Warranty in any way.

Repairs performed under the Limited Warranty will not extend the period of coverage or the timeframe during which you may pursue claims, except where prohibited by applicable law.

## **Aftermarket and Dealer Representations**

Iron Peak Campers is not a party to any aftermarket or third-party service contracts or warranties. The company is not liable for any representations, promises, or warranties made by the dealer or any agreements between the dealer and the retail purchaser.

## **No Guarantee of Future Performance**

This Limited Warranty does not guarantee or promise the future performance of the RV. It does not provide any assurances regarding how the RV will operate over time. The Limited Warranty solely outlines the remedy available in the event a structural defect is discovered.

## **Limitations and Disclaimer of Warranties**

The Limited Warranty provided by Iron Peak Campers is given expressly in place of all other warranties. This includes any and all express or implied warranties, such as any implied warranty of merchantability or fitness for a particular purpose. No other obligations or liabilities are assumed by Iron Peak Campers beyond those specifically outlined in this Limited Warranty.

If any implied warranties, including implied warranties of merchantability or fitness for a particular purpose, are imposed by state or federal law, their duration is strictly limited to the duration and scope of the written Limited Warranty as stated above.

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

### ***Disclaimer of Consequential Damages***

Iron Peak Campers will not be responsible or liable for any incidental or consequential damages of any kind that may result from a breach of this Limited Warranty or any implied warranty. The exclusion of consequential and incidental damage applies regardless of whether the Limited Warranty fulfills its essential purpose. Additionally, the Limited Warranty does not cover any loss of use of the RV.

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.

### ***Repair Remedy***

If you require warranty service during the Limited Warranty Period, you must contact Iron Peak Campers to arrange for the necessary repairs. It is the owner's responsibility to deliver the RV for warranty service within a reasonable period following the discovery of a structural defect and while the Limited Warranty remains in effect. All costs associated with obtaining warranty service, including, but not limited to, expenses for gas, mileage, and accommodations—are the responsibility of the owner.

### ***Scope of Limited Warranty Coverage***

This Limited Warranty strictly covers “Structural” defects in materials or workmanship that are directly attributable to the manufacture and assembly of the RV by Iron Peak Campers. It is important to understand that this warranty does not cover “damages” unrelated to structural defects.

The distinction between a “Structural defect” and “damage” is critical. “Damages” refer to issues or repairs that result from misuse or collision occurring after the RV has been purchased by the first retail owner. Additionally, this includes any repairs needed due to lack of maintenance or similar causes.

It is the Owner’s responsibility to ensure proper maintenance of the RV. For further details, see the section titled “Owner’s Responsibilities and Maintenance” below.

### ***Goodwill Repairs***

Repairs performed on any parts of the RV that are specifically “Excluded from Coverage,” or any repairs completed after the Limited Warranty Period has expired, are considered “Goodwill” repairs.

Iron Peak Campers is not obligated to perform Goodwill repairs. Should Goodwill repairs be performed, this does not alter the express terms of the applicable Limited Warranty.

### ***Warranty Claim Procedure***

Iron Peak Campers sole and exclusive obligation under this Limited Warranty is to repair any covered Structural defect discovered during the Limited Warranty Period, provided that the defect is not excluded under the warranty terms. To initiate a claim, the Owner must provide written notice to Iron Peak Campers.

Written notice must be sent to Iron Peak Campers at [gary@ironpeakcampers.com](mailto:gary@ironpeakcampers.com) , clearly identifying any Substantial Defect(s). The notice should include a list of the Substantial Defect(s) and provide Iron Peak Campers with an opportunity to repair the RV. If the Owner refuses to allow Iron Peak Campers to perform the necessary repairs, warranty coverage for the identified Substantial Defect(s) will be voided.

### ***Exhaustion of Remedy and Legal Action***

Before initiating any legal or equitable action related to a breach of this Limited Warranty or any implied warranties, the Owner is required to provide written notice to Iron Peak Campers as previously described in this document. This written notice must clearly identify the issue and allow Iron Peak Campers the opportunity to repair the RV.

Only after Iron Peak Campers has been given the chance to address and repair the defect may the Owner pursue legal or equitable remedies. This requirement applies both to breaches of the Limited Warranty and to breaches of any implied warranties.

### ***Limited Warranty for Non-Current Model Year RVs***

If at the time of purchase by the first retail purchaser, the RV is not the current or prior model year, the Limited Warranty provided is adjusted accordingly. Specifically, the Limited Warranty terminates ninety (90) days after the date of purchase of the RV.

This ninety (90) day warranty is governed by the same terms, conditions, and limitations as the standard Limited Warranty, except for the applicable Limited Warranty Period, which is reduced as described above.

### **Statute of Limitations for Warranty Claims**

Any action for breach of this Limited Warranty, breach of any implied warranty, revocation of acceptance, or enforcement of any portion of this Limited Warranty must be initiated within three (3) months following the expiration of the ninety (90) day warranty period.

### **State Law Limitations**

Some states do not permit limitations on implied warranties or restrictions regarding the statute of limitations. Therefore, the above limitations or exclusions may not apply to all purchasers.

### ***Owner's Responsibilities and Maintenance***

#### **Routine Maintenance**

Your RV and all its component parts require regular maintenance, service, cleaning, and care to ensure optimal performance and longevity. It is essential to follow the recommended or required routine maintenance guidelines provided by the manufacturer.

Detailed information regarding these maintenance procedures can be found in the Owner's Manual. As the owner, you are solely responsible for ensuring that all recommended and required maintenance tasks are completed both timely and correctly according to the instructions provided.

#### **Maintenance Services Exclusion**

Please note that maintenance services are not covered under this Limited Warranty. It is the owner's obligation to arrange and pay for all necessary maintenance and cleaning as outlined in the Owner's Manual.

#### **Parts and Design Changes**

Iron Peak Campers reserves the right to modify or update the parts and design of its recreational vehicles whenever it deems necessary. These changes may be implemented at any time, and purchasers should be aware that Iron Peak Campers is not required to provide advance notice regarding such updates. The flexibility to alter designs allows the company to continually enhance the quality and features of its products.

Iron Peak Campers is not obligated to maintain spare parts for previously manufactured models, nor is it required to apply new design changes retroactively to units produced before an update. This means that earlier models may not benefit from modifications made to later versions, and purchasers should not expect older products to be upgraded to match newer designs or components. These policies clarify the company's intent to move forward with product improvements without being bound to update prior units.

## Warranty Repairs and Acceptance of Terms

When you request and accept warranty repairs as outlined in this Limited Warranty, you are acknowledging and agreeing to all terms and conditions set forth herein. This includes, but is not limited to, specific limitations, disclaimers, and other provisions governing the warranty.

By permitting warranty repairs to be performed, you agree to abide by the forum selection clause and the clause that shortens the time period during which a lawsuit must be filed for any breach of warranty.

## EXCLUSIONS FROM COVERAGE

The following exclusions outline circumstances and items that are not covered under this Limited Warranty. Please carefully review these exclusions to understand the limitations of warranty protection.

### *Items and Situations Not Covered by the Limited Warranty*

- **Owner Maintenance:** The warranty does not cover owner maintenance responsibilities. This includes, but is not limited to, tasks such as maintaining or resealing exterior seals, caulking, re-caulking, and waxing the RV body, tightening screws, adjusting or repairing brake squeak, lock-up, or alignment, as well as the care of latches, locks, combustion systems, changing fuses or light bulbs, and maintaining air filters, air conditioning, and heating systems. Any item identified as “care and maintenance” in the Owner’s Manual falls under this category.
- **Damage Due to Poor Maintenance:** Any damage or loss resulting from your failure to properly maintain or care for the RV is excluded. For example, failure to maintain the exterior seals as required in the Owner’s Manual may result in water leaks that are not covered by the warranty.
- **Adjustments Beyond Initial Period:** Adjustments to doors, drawers, locks, latches, slide outs, awnings, tubes, locks, and window treatments are only covered for the first 90 days after the RV is sold to the first retail purchaser. After this period, such adjustments are excluded.
- **Non-Iron Peak Campers Components:** Equipment, products, components, appliances, or accessories not manufactured by Iron Peak Campers are not covered by this warranty.
- **Unauthorized Use:** The warranty does not apply if the RV is used for any purpose other than short-term recreational camping. This includes business, rental, residential, commercial, or disaster relief purposes. Additionally, if the RV is registered in the name of a business entity, it is considered evidence of commercial or business use and is excluded from coverage.

- **Improper Purchase Channels:** Recreational vehicles not originally purchased through an authorized dealer, or acquired via auction, wholesale, repossession, salvage, or in a damaged or distressed condition, are not covered.
- **Misuse, Neglect, or Improper Operation:** Any damage or loss caused, wholly or partially, by misuse, abuse, neglect, improper operation, theft, vandalism, product modification, improper installation by the customer or dealer, failure to stow equipment properly, unprotected electrical hookups, overloading, improper load balancing, voltage issues, failure to perform routine maintenance, unauthorized repairs, or failure to follow instructions supplied with the RV is excluded.
- **Normal Wear and Tear:** Damage or loss resulting from normal use or wear is not covered. This includes, but is not limited to, discoloration or fading of exterior graphics, fabrics, tearing, or deterioration due to prolonged exposure to natural elements.
- **Unauthorized Modifications:** Any damage or loss resulting from unauthorized attachments, modifications, or alterations to the structure, body, pin box, or frame of the RV, including trailer hitches or cargo-supporting platforms, is not covered.
- **Cosmetic Concerns:** Fading, color variations (die lot changes) of fabrics or carpet, or cosmetic issues related to roof materials or installation are not covered.
- **Design Defects and Alignment:** The warranty does not cover design defects, redesign or reconstruction of any part of the RV, or issues related to wheel or axle alignment.
- **Environmental Damage:** Rust, corrosion due to environmental exposure, or any broken glass damage are excluded.
- **Infestation:** Any damage or loss caused by infestation of insects or animals is not covered.
- **External Causes and Environmental Factors:** Damage or loss caused by factors not attributable to Iron Peak Campers, such as exposure to natural or atmospheric elements, air pollutants, corrosive chemicals, ash or fumes from vehicles, collision, road hazards, off-road use, rocks, tire wear or failure, glass breakage, salt, condensation, impacts, rock chips, dents, scratches, or failure to maintain, is excluded.
- **Other Warranties:** Any appliance, component, system, or part of the RV that is covered by another limited warranty, such as roof air conditioners, microwaves, refrigerators, stoves, water heaters, furnaces, batteries, and electrical components, are not covered by this warranty.

- **Acts or Negligence of Others:** Damage or loss resulting from willful or negligent acts of the driver towing the RV, loading of the RV, accidents, or road conditions are not covered.
- **Tow Vehicle Issues:** Damage or loss to the RV caused by the tow vehicle chosen by the owner, its operation or use, improper selection or installation of the towing hitch, weight distribution, sway control, equalizer equipment, or damage to the tow vehicle itself is not covered.
- **Improper Ventilation and Mold:** Any injury, loss, or damage caused by improper ventilation, interior or exterior condensation, or due to mold, mildew, or fungi is excluded.
- **Use Outside Covered Regions:** RVs that are licensed, registered, or primarily used outside the USA or Canada are not covered.
- **Satisfaction Issues:** Equipment, component parts, or accessories that are functioning as designed, but with which you are dissatisfied, are not covered by the warranty.

### **Appliance and Component Warranty Service/Administration**

Appliance and component manufacturer warranties, if any, are separate from the Iron Peak Campers Limited Warranty. This means that any warranty service claims related to appliances or components should be made directly to the respective appliance and component manufacturers. Iron Peak Campers does not provide warranty coverage for any appliance or component, and the Iron Peak Campers Limited Warranty will not be modified or amended by this provision.

### **Legal Remedies**

#### **Exhaustion of Remedy and Legal Action**

Before you can initiate any legal or equitable action for breach of this limited warranty or any implied warranties, you must first complete the written notice and repair remedy described above. This process is a mandatory prerequisite for pursuing further legal remedies.

#### **Time Frame for Enforcement**

Any action to enforce any portion of the limited warranty or any implied warranty must be commenced within ninety (90) days after the expiration of the respective limited warranty periods stated above. If an action is not started within this time frame, it will be barred due to the passage of time. The performance of repairs will not suspend or extend this limitation period.

### **State Law Limitations**

Some states do not allow reduction in the statute of limitations, so these time limitations may not apply to you. Please consult your state's laws for specific requirements regarding the statute of limitations.

### **Jurisdiction and Governing Law**

The exclusive authority for deciding legal disputes relating to alleged breaches of warranty or representations of any nature must be filed in the courts within the State of Minnesota, which is the domicile for Iron Peak Campers. The above limited warranties will be interpreted and construed in accordance with the laws of the State of Minnesota. Any and all claims, controversies, and causes of action arising out of or relating to the limited warranties, whether based in contract, tort, or statute, will be governed by Minnesota law, including its statute of limitations, without giving effect to any conflict of law rule that would apply the laws of a different jurisdiction.

### **Other State Law Considerations**

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

### **Repair Authorization and Warranty Period**

Note: Any authorization or performance of repairs, attempts to resolve a complaint, or requests for warranty service do not constitute a waiver of Iron Peak Campers' rights. Such actions also do not extend the period in which warranty coverage applies, nor do they extend the time in which you must commence an action to enforce any breach of warranty claim, unless otherwise prohibited by state law.

### **State-Specific Rights**

THE ABOVE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.