



## **TXMFG LIMITED WARRANTY**

**Thank you for purchasing a TXMFG product. This document explains certain rights and limitations provided under the terms of this Limited Warranty. Please review this document carefully.**

**Note: The Limited Warranty applies to any TXMFG recreational vehicles manufactured on or after January 1, 2025.** This Limited Warranty explains what TXMFG will cover and what TXMFG will do if a defect exists. This Limited Warranty is not a guarantee about the RV for any time period. Please read this closely prior to purchase of any TXMFG RV.

### **LIMITED WARRANTY COVERAGE**

The TXMFG, LLC (“TXMFG”) Limited Warranty covers this recreational vehicle (“RV”) for a period of two (2) years from the date of purchase by the first retail purchaser of the RV (the “Limited Warranty Period”). The TXMFG, LLC (“TXMFG”) Limited Warranty also covers the chassis and suspension of this recreational vehicle (“RV”) for a period of five (5) years from the date of purchase by the first retail purchaser of the RV (the “Limited Warranty Period”). This Limited Warranty covers defects in materials and workmanship attributable to TXMFG’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 short-term recreational camping. This Limited Warranty does not cover the items excluded under the section “Exclusions from Coverage.”

**“Structural”** means the RV’s (i) main steel frame and steel support members including those in the Nomad suspension (outriggers, cross members) which carry a (5) year warranty separately from the (2) year warranty of the following components (ii) exterior sidewalls, laminated or non-laminated, including fiberglass, aluminum siding 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, 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.

There is no warranty, of any nature, beyond what is contained in this Limited Warranty. No person has authority to enlarge, amend, or modify this Limited Warranty. Repairs will not extend the warranty coverage or period in which you may enforce an action, unless prohibited by law. TXMFG shall not be held to be a party to any aftermarket and/or third-party service contract or warranty. TXMFG is not bound by any representation or warranty made by the dealer or between the dealer and the retail purchaser.

**THIS LIMITED WARRANTY DOES NOT PROMISE OR EXTEND TO FUTURE PERFORMANCE OF THE RV AND DOES NOT MAKE A REPRESENTATION AS TO HOW THIS RV WILL PERFORM IN THE FUTURE. THIS LIMITED WARRANTY ONLY REPRESENTS WHAT THE REMEDY WILL BE IF A STRUCTURAL DEFECT EXISTS.**

**LIMITATIONS AND DISCLAIMER OF WARRANTIES: THE LIMITED WARRANTY IS PROVIDED EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TXMFG. IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, GIVEN BY STATE OR FEDERAL LAW, WILL BE LIMITED TO AND NOT EXTEND BEYOND THE SCOPE OF COVERAGE AND BEYOND THE DURATION OF THE ABOVE WRITTEN LIMITED WARRANTY PERIOD.**

**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. TXMFG WILL NOT BE RESPONSIBLE OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THE EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES IS NOT DEPENDENT UPON THE LIMITED WARRANTY FULFILLING ITS ESSENTIAL PURPOSE. THIS 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 the need for warranty service should arise during the Limited Warranty Period, you should contact your selling dealer (to the extent possible) or local independent authorized dealer to schedule the repairs. Owner shall deliver this RV for warranty service within a reasonable time after discovery of the Structural defect and within the Limited Warranty Period. All expenses incurred in obtaining warranty service, including, but not limited to, gas, mileage, and accommodations, shall be the Owner's responsibility.

*Please note:* TXMFG does not control independent authorized dealerships or the scheduling of repairs at their facilities so you may encounter delays.

If you encounter any difficulty obtaining warranty service, please contact TXMFG at 1087 E Enterprise Dr, Unit#1, St. George, Utah 84790 or by telephone at (435) 301-8035.

This Limited Warranty only covers "Structural" defects in materials or workmanship attributable to TXMFG's manufacture and assembly of the RV, not "damages." Please note the distinction between "Structural defect" and "damage". "Damages" include issues or repairs stemming from misuse or collision that occurs after the purchase of the RV by the first retail purchase, as well as repairs due to lack of maintenance, etc. It is the Owner's responsibility to maintain the RV. See Owner's Responsibilities and Maintenance below.

Performance of repairs on portions of the RV "Excluded from Coverage" or after expiration of the Limited Warranty Period shall be considered "Goodwill" repairs. TXMFG is not obligated to perform Goodwill repairs and performance of Goodwill repairs shall not alter the express terms of the applicable Limited Warranty.

TXMFG's **sole and exclusive** obligation under this Limited Warranty will be to repair any covered Structural defect that is discovered within the Limited Warranty Period, if not excluded under the terms of this Limited Warranty. If the authorized selling dealer or local independent authorized dealer does not adequately repair the RV, the Owner must provide written NOTICE by contacting TXMFG IN WRITING at [sales@tetonx.com](mailto:sales@tetonx.com) and advise it of any Substantial Defect(s), including a list of the Substantial Defect(s), and provide TXMFG (and not the authorized dealer) an opportunity to repair the RV. TXMFG may require the Owner to deliver the RV to another authorized TXMFG dealer or its factory facilities. TXMFG, at its sole option, may cover the reasonable costs of transporting the RV to its factory. Refusal to allow TXMFG an opportunity to repair the RV will void warranty coverage for the identified Substantial defect(s).

**EXHAUSTION OF REMEDY AND LEGAL ACTION: OWNER MUST PROVIDE WRITTEN NOTICE AS DESCRIBED ABOVE AND PERMIT TXMFG THE OPPORTUNITY TO REPAIR THE RV BEFORE OWNER MAY INITIATE ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.**

### **PRIOR MODEL YEAR REMEDY**

If at the time of purchase by the first retail purchaser, the RV is not the current or prior model year, the Limited Warranty ends ninety (90) days after the date of purchase of the RV. The ninety (90) day warranty is subject to the same terms, conditions, and limitations of the Limited Warranty, excluding the applicable Limited Warranty Period. **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 THREE (3) MONTHS OF THE EXPIRATION OF THE NINETY (90) DAY WARRANTY PERIOD.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE STATUTE OF LIMITATIONS SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU**

### **OWNER'S RESPONSIBILITIES AND MAINTENANCE**

**MAINTENANCE:** This RV and its component parts will require routine maintenance, service, cleaning, and care. Information regarding recommended and/or required routine maintenance can be found in the Owner's Manual. You, as the individual owner of the RV, are responsible for ensuring all recommended and/or required routine maintenance is performed timely and correctly. Maintenance services are excluded from this Limited Warranty.

### **PARTS AND DESIGN CHANGES**

TXMFG reserves the right to change the parts and design of its recreational vehicles from time to time without notice and with no obligation to maintain spare parts or make corresponding changes in products previously manufactured by TXMFG.

### **WARRANTY REPAIRS AND ACCEPTANCE OF TERMS**

When you request and accept the performance of warranty repairs under the terms of this Limited Warranty, you are accepting all terms of this Limited Warranty, including but not limited to, warranty limitations and disclaimers, the forum selection clause, and the clause reducing the time when a lawsuit must be filed for any breach of warranty.

### **EXCLUSIONS FROM COVERAGE**

The Limited Warranty Does Not Apply to:

- Owner maintenance including, without limitation, maintaining or resealing exterior seals, 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, maintaining the air filters, air conditioning and

heating systems, or any other items identified in the Owner's Manual as "care and maintenance."

- Any damage or loss related to water leaks that are a result of your failure to properly maintain or care for the RV, such as, without limitation, the failure to properly maintain the exterior seals as required in the Owner's Manual.
- Adjustments to all doors, drawers, locks, latches, slide outs, awnings, tubes and locks and window treatments beyond 90 days after sale to first retail purchaser.
- Equipment, products, components, appliances, or accessories not manufactured by TXMFG;
- Any use of the RV for purposes other than short term recreational camping. Such unauthorized use includes, but is not limited to, use for business, rental, residential, commercial, or disaster relief purposes. Registration of the RV in the name of any business entity shall be considered conclusive evidence of commercial and/or business use.
- Recreational vehicles that are not originally purchased through an authorized dealer or those purchased through auction, wholesale, repossession, salvage or an otherwise damaged or distressed condition.
- Damage or loss caused in whole or in part by the misuse, abuse, neglect, improper operation, theft, vandalism, product modification, improper customer or dealer installation, improper stowing of equipment, unprotected electrical hookups, overloading or improper balancing of the load, low or high voltage, failure to provide routine maintenance, unauthorized repair or failure to follow instructions supplied with the recreational vehicle.
- Damage or loss caused in whole or in part by normal use or wear, including, but not limited to, discoloration or fading of exterior designs, discoloration or fading of fabrics, tearing, or deterioration caused by prolonged exposure to natural elements.
- Damage or loss caused in whole or in part by the unauthorized attachments, modifications or alterations to the structure, body, pin box, or frame of the RV including but not limited to trailer hitches for towing, or platforms for supporting cargo.
- Any 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;
- Damage or loss caused in whole or in part by infestation of insects or animals.
- Damage or loss caused in whole or in part by factors not attributable to TXMFG, such as, without limitation, exposure to natural or atmospheric elements, air pollutants, corrosive chemicals, ash or fumes generated or released by vehicles, collision, road hazards, off road use, rocks, tire wear, tire failure, glass breakage, salt, condensation, or any other source; impact, rock chips, dents, scratches or failure to maintain.
- Any appliance, component, system or part of the RV that is covered by another limited warranty. These items include, but are not limited to, roof air conditioners, microwave, refrigerator, , stove, water heater, camera or furnace.

- Damage or loss caused in whole or in part by 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.
- Damage or loss to the RV caused in whole or in part by 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.
- Any injury, loss or damage caused by improper ventilation, interior or exterior condensation, due to mold, mildew or fungi.
- Any RV licensed, registered, or primarily used outside the USA or Canada.
- Equipment, component parts, or accessories that are working as designed, but with which you are unhappy.

### **APPLIANCE AND COMPONENT WARRANTY SERVICE/ADMINISTRATION**

Appliance and component manufacturer warranties, if any, are separate from the above TXMFG Limited Warranty. All warranty service claims on components must therefore be directed to the respective appliance and component manufacturers. **TXMFG is not warranting any appliance or components. In no way will TXMFG's Limited Warranty be modified or amended by this provision.**

### **LEGAL REMEDIES**

**EXHAUSTION OF REMEDY AND LEGAL ACTION: THE WRITTEN NOTICE AND REPAIR REMEDY DESCRIBED ABOVE MUST BE COMPLETED PRIOR TO INITIATING ANY ACTION TO SEEK LEGAL OR EQUITABLE REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTIES.**

**ANY ACTION TO ENFORCE ANY PORTION OF THE LIMITED WARRANTY, OR ANY IMPLIED WARRANTY, MUST BE COMMENCED WITHIN NINETY (90) DAYS 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.**

**SOME STATES ALSO DO NOT ALLOW THE REDUCTION IN THE STATUTE OF LIMITATIONS, SO THEY MAY NOT APPLY TO YOU.**

**EXCLUSIVE AUTHORITY FOR DECIDING LEGAL DISPUTES RELATING TO ALLEGED BREACH OF WARRANTY OR REPRESENTATIONS OF ANY NATURE MUST BE FILED IN THE COURTS WITHIN THE STATE OF UTAH, THE STATE OF DOMICLE FOR TXMFG. ALSO, THE ABOVE LIMITED WARRANTIES WILL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH. ANY AND ALL CLAIMS, CONTROVERSIES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE ABOVE LIMITED WARRANTIES, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, WILL**

**BE GOVERNED BY THE LAWS OF THE STATE OF UTAH, 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.**

**SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED WARRANTY LASTS OR ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**Note:** Any authorization or performance of repairs, attempt to resolve a complaint, or request for warranty service shall not constitute a waiver of TXMFG's rights and shall not extend the warranty coverage period or when you must commence an action to enforce any breach of warranty claim, unless prohibited by state law.

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