



 HEARTLAND

903 S. Main Street, Middlebury, IN 46540 | (800) 283-8267

27.2047702



HEARTLAND®



# WARRANTY GUIDE

# WARRANTY & SERVICE

## Warranty List

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### RECREATIONAL VEHICLE USE

Heartland recreational vehicles are designed for temporary living quarters for recreation, camping, and travel purposes as defined by the Recreational vehicle Industry Association (RVIA) bylaws.

These vehicles are not intended for full-time residence or commercial use, which includes using them as business assets like mobile offices or for lease or rental purposes.

Heartland reserve the right to discontinue or change specifications or design without notice and without obligation. Recreational vehicles built for sale in Canada may differ to conform to Canadian Codes.

### OPTIONS AND EQUIPMENT

Heartland provide RVs in different sizes and models, resulting in slight variations in accessories and components. Some equipment in this manual may not apply to your specific RV.

Heartland reserve the right to modify specifications or designs without prior notice and may make enhancements or additions without obligation to retrofit existing products. Note that Canadian-sold RVs may differ to meet Canadian Codes.

### DEALER RESPONSIBILITY

Your Heartland dealer is expected to fulfill the following responsibilities at the time of sale of the new recreational vehicle:

- Deliver your recreational vehicle in optimal condition, passing the dealer's pre-delivery inspection (PDI) and all systems tests.
- Provide orientation on the recreational vehicle, including its systems, components, and operation.
- Ensure you read and understand all warranty information, explaining any provisions that may not be clear.
- Provide you with the Warranty Packet and assist in completing OEM warranty cards or registrations, as well as locating required component model or serial numbers.
- Complete the online "Warranty Registration and Customer Delivery Form" within 10 days of delivery to activate applicable warranty coverage.

Please note that the Limited Warranty becomes active only after the dealer completes the online registration required by Heartland.

### CUSTOMER RELATIONS

Heartland authorize their dealers to handle warranty and repair decisions.

## WARRANTY & SERVICE

In special circumstances requiring assistance from Heartland, your dealer's service management will contact us on your behalf. Therefore, please communicate with your dealer's service management first.

When seeking assistance, please provide:

- Your name and current location.
- Contact phone number.
- 17-digit chassis Vehicle Identification Number (VIN) or 8-digit Serial.
- Date of purchase.
- Component description, serial number, and model number (if applicable).
- Detailed description of the concern.
- Name of your selling dealer.
- Contact information for the RV repair facility (if different).

### ALTERATIONS AND WARRANTIES

Modifications or installations made to the original equipment vehicle as distributed by Heartland are not covered by the Limited Warranty. The responsibility for warranties on the body or equipment, as well as any alterations and their effects on parts, components, systems, or assemblies installed by Heartland, lies solely with the special body company, assembler, equipment installer, or upfitter. The manufacturer is not accountable for the safety or quality of design features, materials, or workmanship of any alterations made by such suppliers.

### EMERGENCY WARRANTY REPAIR

- **Find Authorized Dealer:** Call 800-283-8267 or visit (<https://heartlandrvs.com/find-your-dealer/>) to locate a nearby dealer to schedule an appointment.
- **Explore Alternatives:** If no dealer is nearby, seek referrals from campground staff or search online. Contact Customer Service or your selling dealer for help finding a repair facility.
- **Appointment and Billing:** Contact the repair facility to schedule and discuss billing.
- **Inspection and Authorization:** Have the RV inspected. The dealer or service center should contact Customer Service to discuss warranty coverage before repair.
- **Inspect Repair Work:** Thoroughly inspect the completed repair. If unsatisfied, communicate immediately with RV repair facility management. Ensure satisfaction before payment or departure.
- **Reimbursement Process:** Either the dealer, RV repair facility, or you must send an itemized repair bill and requested return parts via UPS (regular ground, prepaid freight) within 60 days of repair completion.

### FIND A HEARTLAND DEALER

Whether you're an experienced RV'er or new to the lifestyle, our extensive network of dealers, some with decades of experience, is ready to assist you. Scan the QR codes below to visit <https://heartlandrvs.com/find-your-dealer/>, and find a dealer near you.



### AFTER HOURS ASSISTANCE

If no authorized Heartland dealer is nearby, contact your selling dealer for help. If your dealer is closed, inquire with campground staff or search online for an RV repair facility. Get the item repaired and contact Heartland Customer Service the next business day.

*Failure to contact Customer Service, unauthorized or improper warranty repairs, or failure to return requested original parts may result in loss of reimbursements and/or warranty coverage.*

### HEARTLAND CONTACT INFO

Phone (toll-free): 800-283-8267

Phone (local): 574-825-0608

Parts Email: [parts-HRV@jayco.com](mailto:parts-HRV@jayco.com)

Service Email: [service@heartlandrvs.com](mailto:service@heartlandrvs.com)

Website: [www.heartlandrvs.com](http://www.heartlandrvs.com)

#### **Mailing Address:**

Heartland RV  
Customer Service  
P.O. Box 460  
903 S. Main Street  
Middlebury, IN 46540

#### **Shipping Address:**

Highland Ridge, Inc.  
Customer Service  
100 Bontrager Drive  
Bldg 42 Door 4220  
Middlebury, IN 46540

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### SUGGESTIONS FOR OBTAINING SERVICE

To ensure satisfactory service from your dealer, consider the following suggestions:

- **Contact Your Dealer Early:** Don't wait until you're ready to use your RV. Dealers may have limited immediate availability, especially on busy days like Mondays, Fridays, and before holidays.
- **Prepare for the Appointment:** Bring necessary paperwork, including your warranty guide and vehicle information. Understand that not all work may be covered by warranty, so discuss potential charges with service personnel.
- **Make a List:** Provide a written list of needed repairs to your dealer. Share any vehicle repair history and maintain a maintenance log, as this can help diagnose current issues.
- **Be Realistic:** If leaving a list with multiple items, discuss priorities and time constraints with service personnel. Consider scheduling additional appointments for unfinished work or parts needing ordering.
- **Respect Service Boundaries:** Understand that watching service may not be possible due to insurance restrictions.
- **Inspect Completed Work:** Upon vehicle pickup, inspect the service or repair job. Notify service personnel immediately of any issues. If immediate return for repair isn't possible, schedule an appointment promptly. Familiarize yourself with the repair shop's policies regarding notification of issues with repairs.

### OBTAINING SERVICE AT OUR CUSTOMER SERVICE FACILITY

If your recreational vehicle requires service and your dealer recommends repairs at our Customer Service facility, the selling dealership will facilitate all appointments and communication.

### OBTAINING SERVICE FOR SEPARATELY WARRANTIED ITEMS

Your selling dealer is responsible for servicing your recreational vehicle before delivery, and they are invested in your ongoing satisfaction. We recommend having your dealer perform all inspections, warranty, and maintenance services. Additionally, some dealers may serve as authorized service centers for products with separate warranties, which are excluded from the Limited Warranty.

### PARTS AND ACCESSORIES

For replacement parts or accessories, please contact your authorized dealer for assistance. We do not directly sell to retail or non-authorized dealers. If the original part is unavailable, we will make every effort to offer a suitable substitute.

### REPORTING SAFETY DEFECTS

**In the United States:** If you suspect a defect in your recreational vehicle that could lead to a crash, injury, or death, promptly notify both the National Highway Traffic Safety Administration (NHTSA) and our Customer Service Department. NHTSA may investigate and order recalls for safety defects found in groups of vehicles.

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Please note that NHTSA cannot become involved in individual problems between you, your dealer or your vehicle manufacturer. For additional information, please refer to the NHTSA website at [www.safercar.gov](http://www.safercar.gov).

To contact NHTSA:

- Call DOT Vehicle Safety Hotline at 1-888-327-4236
- TTY: 1-800-424-9153 or 1-202-484-5238
- Mail:  
Office of Defects Investigations/CRD  
NVS-216  
1200 New Jersey Ave SE  
Washington, DC 205900

**In Canada:** Contact Transport Canada and our Customer Service Department immediately if you suspect a safety defect in your vehicle.

To contact Transport Canada:

- Phone: 1-800-DEFECTS or 1-819-420-4300
- Toll-free: 1-800-333-0510 (Canada)
- Mail:  
Transport Canada -ASFAD  
330 Sparks Street  
Ottawa, ON  
K1A 0N5

For additional information and online forms:

Visit Transport Canada's website: [www.tc.gc.ca/recalls](http://www.tc.gc.ca/recalls)  
NHTSA website: [www.safercar.gov](http://www.safercar.gov)



# WARRANTY & SERVICE

## CUSTOMER RESPONSIBILITY

It's crucial to thoroughly read and understand all instructions and precautions before operating your recreational vehicle, regardless of your experience level. We recommend familiarizing yourself with both the Owner's Manual and the information in your Warranty Guide.

As technology evolves, new improvements are constantly introduced to the RV industry, with each manufacturer employing its own unique manufacturing process.

Understand the Limited Warranty applicable to your recreational vehicle. Some components may be excluded or warranted separately by their individual manufacturer's limited warranty (refer to the Warranty Packet).

As the new owner, you're responsible for regular and proper maintenance as outlined in this guide and the OEM manuals. Consistent maintenance helps prevent issues arising from neglect, which may not be covered by the limited warranty. It's your obligation to return your vehicle to your dealer for repairs and service.

## Change of Ownership

Federal record-keeping laws mandate maintaining owner files for our products. Please use the QR code to fill out your online registration form for new owners or for a change of ownership. Your cooperation in completing this form is greatly appreciated.



## RV DISPUTE PROGRAM

While we aim for customer satisfaction and encourage you to reach out to our Customer Service Department for any queries or concerns, we understand that disputes may arise regarding warranty obligations. If you believe we have not met our warranty obligations, you may be eligible for a no-cost, voluntary, and independent RV Warranty Dispute Program.

**CALIFORNIA CONSUMERS:** To comply with California's Song Beverly Consumer Warranty Act pre-litigation notice requirements (described at California Code of Civil Procedure Section 871.24), written notice can be sent to Entegra, either by email sent to the following email address: [CaliforniaPreSuitNotice@Jayco.com](mailto:CaliforniaPreSuitNotice@Jayco.com), or by certified or registered mail, return receipt requested, sent to the following address: Jayco, Inc., c/o California Pre-suit Notice 903 S Main St, Middlebury, IN 46540.

**CONSUMIDORES DE CALIFORNIA:** Para cumplir con los requisitos de notificación previa al litigio de la Ley de Garantía del Consumidor Song Beverly de California (descritos en la Sección 871.24 del Código de Procedimiento Civil de California), se puede enviar una notificación por escrito a Entegra, ya sea por correo electrónico a la siguiente dirección de correo electrónico: [CaliforniaPreSuitNotice@Jayco.com](mailto:CaliforniaPreSuitNotice@Jayco.com), o por correo certificado o registrado, con acuse de recibo, enviado a la siguiente dirección: Jayco, Inc., c/o California Pre-suit Notice 903 S Main St, Middlebury, IN 46540.



For further details, please visit the DRP-RV website: <https://www.demarsassociates.com/rv-warranty-dispute-program>

**NOTICE TO CALIFORNIA CUSTOMERS ONLY:** Jayco, Inc. has elected to follow the procedures described in Cal. Civ. Proc. Code § 871.20 et seq., regarding pre-litigation notice requirements for consumer claims brought pursuant to the Song Beverly Consumer Warranty Act.

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### 2027 HEARTLAND BIGHORN LIMITED

#### **WHAT AND WHO IS COVERED**

This Limited Warranty covers only Heartland Bighorn brand recreational vehicles sold in, and that remain in, the United States, U.S. Territories and Canada and used for the intended purpose of recreational travel and camping. If a substantial defect in material or workmanship, attributable to Heartland, is found to exist and is reported to Heartland or an authorized servicing dealer during the applicable warranty period, it will be repaired or replaced, at Heartland's option, without charge to the RV owner, in accordance with the terms, conditions and limitations of this limited warranty.

This limited warranty applies to the first consumer purchaser of a new RV only. All rights and limitations within this warranty are applicable to the original owner of the RV only. You may contact an independent, authorized dealer for details.

Heartland's obligation to repair or replace defective materials or workmanship is the sole obligation of Heartland under this limited warranty. Heartland reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Heartland reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured. Heartland makes no warranty as to the future performance of this RV, and this limited warranty is not intended to extend to the future performance of this RV, or any of its materials, components or parts. In addition, the RV owner's obligation to notify Heartland, or one of its independent, authorized dealers, of a claimed defect does not modify any obligation placed on the RV owner to contact Heartland directly when attempting to pursue remedies under state or federal law.

This Limited Warranty provides the sole remedy, whether in contract, tort, or otherwise, for any defect in the RV that does not result in bodily injury or damage to property other than the RV. If any term or condition in this Limited Warranty conflicts with your state's Uniform Commercial Code ("UCC"), as interpreted by courts within your state, the provisions in your state's UCC are varied as allowed for by UCC 1-302. UCC 1-302 provides that common law contract actions are displaced (preempted) if the UCC provides a cause of action or remedy. After you have accepted the goods (the RV), the UCC provides that the remedy available is exclusively an action for breach of warranty.

#### **LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES**

**ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR THE IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE DURATION SET FORTH IN THIS LIMITED WARRANTY, AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY, AND IS FURTHER LIMITED TO DEFECTS EXISTING AT THE TIME OF SALE THAT MANIFESTED THEMSELVES AND SURFACED DURING THE IMPLIED WARRANTY COVERAGE PERIOD. ALL IMPLIED WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, ARE DISCLAIMED IN THEIR ENTIRETY AS TO RVs OR COMPONENTS OF RVs EXCLUDED OR NOT COVERED UNDER THIS WARRANTY.**

Heartland makes no warranty of any nature beyond that contained in this limited warranty. Heartland does not authorize any person to create any other obligation or liability for it regarding this RV, and Heartland is not responsible for any representation, promise or warranty made by any dealer or other person beyond what is expressly stated in this limited warranty, and no one has the authority to enlarge, amend or modify this limited warranty. Any selling or servicing dealer is not Heartland's agent, but an independent entity.

**HEARTLAND SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. BY WAY OF EXAMPLE, CONSEQUENTIAL DAMAGES INCLUDE FUEL AND TRANSPORTATION EXPENSES TO DELIVER THE RV TO A SERVICING DEALER, HOTEL ROOMS, LOST WAGES AS WELL AS CONSEQUENCES OF MOISTURE DAMAGE SUCH AS MOLD AND MILDEW AS WELL AS RUST AND CORROSION.**

**THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE.**

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.

#### **THE PERIOD OF COVERAGE**

The duration of this Limited Warranty is 1 year. The warranty period begins on the date that the RV is delivered to the first retail purchaser by an independent, authorized dealer of Heartland, or, if the dealer places the vehicle in service before retail sale, on the date the RV is first placed in such service.

The term of this Limited Warranty is 3 years for substantial defects to any "Structure Components". Structure Components means materials and/or workmanship directly attributable to Heartland relating to the lamination (the bond between the fiberglass skin and substrate) of the fiberglass sidewall assembly, the lamination (the bond between the fiberglass skin and substrate) of the rear wall assembly, the lamination (the bond between the fiberglass skin and substrate) of the fiberglass front wall (wrap) assembly, sidewall/end wall/front and rear wall frame assembly (wood and aluminum), roof frame assembly (wood and aluminum), and floor frame assembly (wood and aluminum). Structure Components specifically excludes front and rear fiberglass caps and any other cosmetic fiberglass attachments, sidewall metal (unless the root cause is the wall structure); exterior roof material (EPDM rubber, TPO, etc.); floor covering (carpet, linoleum, hardwood tile, etc.); all sidewall, end wall, front and rear wall, roof and floor attachments, and delamination caused by water intrusion from lack of required exterior seal maintenance or other maintenance. Structure Components further excludes all items identified under "What is Not Covered" below.

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Heartland reserves the right to have new or remanufactured parts of similar quality used to complete any work, and to make parts and design changes from time to time without notice to anyone. Heartland reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured. Heartland makes no warranty as to the future performance of this RV, and this limited warranty is not intended to extend to the future performance of this RV, or any of its materials, components or parts. In addition, the RV owner's obligation to notify Heartland, or one of its independent, authorized dealers, of a claimed defect does not modify any obligation placed on the RV owner to contact Heartland directly when attempting to pursue remedies under state or federal law.

### **HOW TO GET SERVICE**

It is normal to expect some warranty service during the term of this Limited Warranty. To obtain warranty service the owner must do all of the following:

1. Notify an independent, authorized dealer of Heartland, or Heartland, of the substantial defect in material or workmanship attributable to Heartland, within the warranty coverage period designated above;
2. Provide the notification mentioned in (1) above, within ten (10) days of when the owner discovered, or should have discovered, the substantial defect in material or workmanship attributable to Heartland;
3. Promptly schedule an appointment with and take the RV to an independent, authorized dealer of Heartland, or Heartland, for repairs; and
4. Pay any freight or transportation costs, import duties, fees and all incidental expenses associated with obtaining warranty service.

If you need assistance, you may contact Heartland at 903 S. Main Street, P.O. Box 460, Middlebury, Indiana 46540, Attn: Customer Service, (800) 283-8267.

NOTE: Heartland does not control the scheduling of service work at the independent, authorized dealerships. You may encounter some delay in scheduling or completion of work. Also, you must notify the selling dealer at time of delivery to have work performed on any defect that occurred at the factory during manufacture at no cost to you as provided by this limited warranty. (See below under WHAT IS NOT COVERED).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the RV, or if it has taken longer than thirty (30) days for those types of repairs to be completed, you must, to the extent permitted by law, notify Heartland directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Heartland can become directly involved in making sure that you are provided service pursuant to the terms of this limited warranty.

**REPAIR REMEDY:** Heartland's sole and exclusive obligation under this Limited Warranty is to address, within industry standards, any covered substantial defect discovered and reported within the warranty coverage period provided: (1) you notify Heartland or an authorized dealer within 10 days of your discovery of the substantial defect; AND (2) you deliver the RV to Heartland or an authorized dealership at your cost and expense; AND (3) you identify the specific defect with the RV to Heartland or its authorized dealer as reflected in the work authorization or repair order associated with the service visit.

Due to the seasonal nature of recreational vehicle use, your RV may be stored at Heartland or an authorized dealer, at no cost to you, for an extended period of time before or after any warranty repairs are performed. Unless warranty repairs are actively being performed on your RV, your RV is available for use even while it is stored at Heartland or an authorized dealer—such storage time is not considered time that your RV is out of service and unavailable to use. Should you desire to use your RV while it is being stored at Heartland or an authorized dealer awaiting warranty repairs, please contact Heartland at (800) 283-8267. Similarly, should you encounter any difficulty with a dealer in getting repairs under this Limited Warranty or in getting your RV back from a dealer, please contact Heartland at (800) 283-8267.

**BACK-UP REMEDY:** If the primary remedy fails to successfully cure any substantial defect after a reasonable number of repair attempts, your sole and exclusive remedy shall be to have Heartland pay an independent service shop of your choice to perform repairs to the substantial defect. If the substantial defect is incapable of being repaired, your exclusive remedy will be to receive diminished value damages (i.e. the difference in your purchase price and the actual value of the RV on the date of purchase due to the substantial defect that is incapable of repair). You must exhaust the primary repair remedy and this back-up remedy and both these remedies must fail of their essential purpose before initiating any action against Heartland. You agree to provide notice to Heartland of the independent service shop you select to perform the repairs to the defect within 14 days of requesting performance of the repairs. You also agree to exercise good faith in seeking to exhaust the back-up remedy. If the independent service shop you ask to perform the back-up remedy is unwilling to perform the repairs, you agree to have the Heartland service center in Indiana perform the back-up remedy.

If diminished value damages are sought by you, both you and Heartland (or the person providing the diminished value opinion) MUST, with specificity, disclose to the judge or jury how the diminished value figure was arrived at so the accuracy can be verified through replication. If the diminished value figure cannot be verified through replication, you and Heartland agree that any such diminished value opinion will not be used to determine the remedy for breach of warranty.

### **WHAT IS NOT COVERED**

By way of example only, this limited warranty does not cover any of the following:

- defects in materials, components or parts of the structure of the RV not attributable to Heartland;
- items that are added or changed after the RV leaves the possession of Heartland;
- additional equipment or accessories installed at any dealership, or other place of business, or by any other party, other than Heartland;

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- any RV used for rental or other business or commercial purposes (Note: It shall be concluded that the RV has been used for commercial and/or business purposes if the RV owner or user files a tax form claiming any business or commercial tax benefit related to the RV, or if the RV is purchased, registered or titled in a business name or any business association such as a corporation or limited liability company);
- any RV sold or used outside the United States, U.S. Territories or Canada;
- any RV not used solely for recreational travel and camping;
- any RV purchased through auction or wholesale;
- any RV purchased from a dealer that is not an authorized dealer of Heartland;
- any defect arising from excess weight placed on the Structural Components;
- normal wear, tear or usage, such as tears, punctures, soiling, mildew, fading, or discoloration of exterior plastic or fiberglass, or soft goods, such as upholstery, drapes, carpet, vinyl, screens, cushions, mattresses and fabrics;
- the effects of condensation or moisture from condensation inside or outside the RV;
- mold or any damage caused by mold to the inside or outside of the RV;
- imperfections that do not affect the suitability of the RV for its intended purpose of recreational use or items that are working as designed but that you are unhappy with;
- exterior paint or finish;
- problems, including water leaks, related to misuse, mishandling, neglect or abuse, including failure to maintain the RV in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws and fittings, tightening of lug nuts, sealing, rotating tires;
- damage due to accident, whether or not foreseeable, including any acts of weather;
- damage, rust, or corrosion due to the environment, theft, vandalism, fire, or other intervening acts not attributable to Heartland;
- damage caused by unregulated water pressure, tank over fill, or plumbing system modifications resulting in flooding of the vehicle;
- failure of the original retail purchaser or others to follow ordinary maintenance procedures as recommended by Heartland;
- damage caused by unprotected electrical hook-ups (home or campground), power surges, lightning, circuit overload, or electrical system modifications;
- damage resulting from tire wear or tire failure;
- hydraulic leveling jacks or leveling system;
- defacing, scratches, dents, chips on any surface or fabric of the RV; damage caused by infestation by insects or animals;
- damage caused by off road use, overloading the RV or alteration of the RV, or any of its components or parts;
- wheel alignment or adjustments to axles when caused by improper maintenance, loading or damage from road hazards, including off road travel, wheel damage or balancing or damage from tire failures;
- any costs associated with obtaining service, including by way of example, travel costs, are specifically excluded from the coverage of this warranty; and
- any component, system, or part of the RV that is warranted by another entity, including, by way of example, handling, braking, wheel balance, tires, tubes, batteries, gauges, generator, awning, hydraulic jacks, inverter, converter, microwave, television, DVD/CD player, radio, speakers, television, refrigerator, range, hot water heater, water pump, stove, carbon monoxide detector, smoke detector, propane detector, furnace or any air conditioner. The written warranty provided by any manufacturer of the component part is the direct responsibility of that manufacturer. Defects and/or damage to interior and exterior surfaces, trim, upholstery and other appearance items may occur at the factory. These items are usually detected and corrected at the factory or by the selling dealer prior to delivery to the retail customer. You must inspect your RV for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer at time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

Component part and appliance manufacturers may issue limited warranties covering those portions of the RV not covered by the Limited Warranty issued by Heartland. To learn more about what specific components and appliances are not covered by this Limited Warranty, please contact Heartland directly or review the materials that came with the RV.

### **EVENTS DISCHARGING HEARTLAND FROM OBLIGATION UNDER WARRANTY**

Certain things completely discharge Heartland from any obligation under this warranty and void it. By way of example, the following shall discharge Heartland from any express or implied warranty obligation to repair or replace any defect that results from: any rental or other business or commercial use or purchase of the RV (as defined in this warranty), any RV titled or registered in the name of any business or business association (such as a corporation or limited liability company), any RV sold outside of, or used outside of, the United States, U.S. Territories or Canada, any RV sold through an auction or wholesale or by a non-authorized dealer, any defect in a separately manufactured component part, owner neglect or failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, collision or accident, whether or not foreseeable, including any acts of weather or damage or corrosion due to the environment, theft, vandalism, fire, explosions, overloading in excess of weight ratings, and tampering with any portion of the RV, or any use of the RV as a semi-permanent or permanent home.

### **WARRANTY REGISTRATIONS**

Your warranty registration records should be completed and delivered to the manufacturers of component parts. The selling dealership will assist you in completing and submitting the Heartland product warranty registration form. That form must be returned to Heartland within ten (10) days of your taking delivery of the RV. Your Heartland warranty will not be registered unless this warranty registration is completed and received by Heartland. Failure to file this warranty registration with Heartland will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it may inhibit any servicing facility's ability to provide proper repairs and/or part replacement. Note, tender and acceptance of a warranty registration does not alter the express terms of this limited warranty or any of its exclusions.

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### **CARE AND MAINTENANCE**

It is the owner's responsibility to perform proper care and maintenance of the RV, and to assure correct load distribution. For details regarding this, please see your Heartland owner's manual and the owner's manuals of the chassis manufacturer and other component part manufacturers. These outline various care and maintenance that is required to maintain your RV. Please review all manuals supplied with your RV, and contact your selling dealership or supplier of the component part if you have questions. Note: Failure to maintain the RV as noted in those manuals voids this limited warranty, and any damage to the RV as a result of your failure to perform such care, is not covered by this limited warranty.

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

### **ACCEPTANCE OF WARRANTY**

When you request or accept the performance of repairs under the terms of this Limited Warranty, you are confirming the acceptance of all terms of this Limited Warranty, including, by way of example, warranty limitations and disclaimers, the forum selection clause and the clause reducing the time period within which suit must be filed for breach.

### **LEGAL REMEDIES**

**EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO AN ALLEGED BREACH OF WARRANTY OR OTHERWISE RELATING TO YOUR PURCHASE OR OWNERSHIP OF THE RV MUST BE FILED IN THE COURTS WITHIN THE STATE OF INDIANA. THIS LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. UNLESS PROHIBITED BY STATE LAW, ALL CLAIMS, CONTROVERSIES AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY, WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA, 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.**

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE. ALL ACTIONS OF ANY KIND RELATING TO THE RV SHALL BE DECIDED BY A JUDGE RATHER THAN A JURY.** The jury waiver and choice of law clause, as well as limitations and disclaimers of warranties, may not apply to you if applicable state or provincial law prohibits a waiver of a jury trial or enforcement of a choice of law clause resulting in a waiver of a non-waivable statutory cause of action. For example, the State of California does not allow for the waiver of the Song Beverly Consumer Warranty Act and/or the right to a jury trial.

**ANY ACTION TO ENFORCE ANY PORTION OF THIS LIMITED WARRANTY, OR ANY IMPLIED WARRANTY, REVOCATION OF ACCEPTANCE, AND/OR VIOLATIONS OF STATE CONSUMER PROTECTION AND DECEPTIVE TRADE LAWS MUST BE COMMENCED WITHIN NINETY (90) DAYS AFTER THE EXPIRATION OF THE WARRANTY COVERAGE PERIOD DESIGNATED ABOVE.** Any performance of repairs shall not suspend this limitation period from expiring, unless state law provides otherwise. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding anything excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the express terms of this limited warranty, or extend the warranty coverage period or this limitation period. In addition, this warranty is not intended to extend to future performance, and nothing in this warranty, or any action of Heartland, or any agent of Heartland, shall be interpreted as an extension of the warranty period or this limitation period. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you. Heartland is not required to notify you if authorized repairs are considered "good will" by Heartland.

**CALIFORNIA CONSUMERS:** Heartland has elected to follow the procedures described in Cal. Civ. Proc. Code § 871.20 et seq., regarding pre-litigation notice requirements for consumer claims brought pursuant to the Song Beverly Consumer Warranty Act. To comply with California's Song Beverly Consumer Warranty Act pre-litigation notice requirements (described at California Code of Civil Procedure Section 871.24), written notice can be sent to Heartland, either by email sent to the following email address: [californiapresuitnotice@jayco.com](mailto:californiapresuitnotice@jayco.com), or by certified or registered mail, return receipt requested, sent to the following address: Heartland, c/o California Pre-suit Notice, 903 S Main St, Middlebury, IN 46540.

**CONSUMIDORES DE CALIFORNIA:** Heartland ha elegido seguir los procedimientos descritos en el Código de Procedimiento Civil de California, Sección 871.20, y lo siguiente, con respecto a los requisitos de notificación previa al litigio para reclamos de consumidores presentados de conformidad con la Ley de Garantía del Consumidor Song-Beverly. Para cumplir con los requisitos de notificación previa al litigio de la Ley de Garantía del Consumidor Song Beverly de California (descritos en la Sección 871.24 del Código de Procedimiento Civil de California), se puede enviar una notificación por escrito a Heartland, ya sea por correo electrónico a la siguiente dirección de correo electrónico: [californiapresuitnotice@jayco.com](mailto:californiapresuitnotice@jayco.com), o por correo certificado o registrado, con acuse de recibo, enviado a la siguiente dirección: Heartland, c/o California Pre-suit Notice, 903 S Main St, Middlebury, IN 46540.

### **HEARTLAND**

903 S. Main Street \* P.O. Box 460 \* Middlebury, IN 46540

Telephone: (800) 283-8267

## WARRANTY & SERVICE

### 2027 HEARTLAND LIMITED WARRANTY

#### **WHAT AND WHO IS COVERED**

This Limited Warranty covers only recreational vehicles sold in, and that remain in, the United States, U.S. Territories and Canada and used for the intended purpose of recreational travel and camping. If a substantial defect in material or workmanship, attributable to Heartland, is found to exist and is reported to Heartland or an authorized servicing dealer during the applicable warranty period, it will be repaired or replaced, at Heartland's option, without charge to the RV owner, in accordance with the terms, conditions and limitations of this limited warranty.

This limited warranty applies to the first consumer purchaser of a new RV only. All rights and limitations within this warranty are applicable to the original owner of the RV only. You may contact an independent, authorized dealer for details.

Heartland's obligation to repair or replace defective materials or workmanship is the sole obligation of Heartland under this limited warranty. Heartland reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Heartland reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured. Heartland makes no warranty as to the future performance of this RV, and this limited warranty is not intended to extend to the future performance of this RV, or any of its materials, components or parts. In addition, the RV owner's obligation to notify Heartland, or one of its independent, authorized dealers, of a claimed defect does not modify any obligation placed on the RV owner to contact Heartland directly when attempting to pursue remedies under state or federal law.

This Limited Warranty provides the sole remedy, whether in contract, tort, or otherwise, for any defect in the RV that does not result in bodily injury or damage to property other than the RV. If any term or condition in this Limited Warranty conflicts with your state's Uniform Commercial Code ("UCC"), as interpreted by courts within your state, the provisions in your state's UCC are varied as allowed for by UCC 1-302. UCC 1-302 provides that common law contract actions are displaced (preempted) if the UCC provides a cause of action or remedy. After you have accepted the goods (the RV), the UCC provides that the remedy available is exclusively an action for breach of warranty.

#### **LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES**

**ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR THE IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE DURATION SET FORTH IN THIS LIMITED WARRANTY, AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY, AND IS FURTHER LIMITED TO DEFECTS EXISTING AT THE TIME OF SALE THAT MANIFESTED THEMSELVES AND SURFACED DURING THE IMPLIED WARRANTY COVERAGE PERIOD. ALL IMPLIED WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, ARE DISCLAIMED IN THEIR ENTIRETY AS TO RVs OR COMPONENTS OF RVs EXCLUDED OR NOT COVERED UNDER THIS WARRANTY.**

Heartland makes no warranty of any nature beyond that contained in this limited warranty. Heartland does not authorize any person to create any other obligation or liability for it regarding this RV, and Heartland is not responsible for any representation, promise or warranty made by any dealer or other person beyond what is expressly stated in this limited warranty, and no one has the authority to enlarge, amend or modify this limited warranty. Any selling or servicing dealer is not Heartland's agent, but an independent entity.

**HEARTLAND SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. BY WAY OF EXAMPLE, CONSEQUENTIAL DAMAGES INCLUDE FUEL AND TRANSPORTATION EXPENSES TO DELIVER THE RV TO A SERVICING DEALER, HOTEL ROOMS, LOST WAGES AS WELL AS CONSEQUENCES OF MOISTURE DAMAGE SUCH AS MOLD AND MILDEW AS WELL AS RUST AND CORROSION.**

**THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE.**

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.

#### **THE PERIOD OF COVERAGE**

The duration of this Limited Warranty is 1 year. The warranty period begins on the date that the RV is delivered to the first retail purchaser by an independent, authorized dealer of Heartland, or, if the dealer places the vehicle in service before retail sale, on the date the RV is first placed in such service.

The term of this Limited Warranty is 3 years for substantial defects to any "Structure Components". Structure Components means materials and/or workmanship directly attributable to Heartland relating to the lamination (the bond between the fiberglass skin and substrate) of the fiberglass sidewall assembly, the lamination (the bond between the fiberglass skin and substrate) of the rear wall assembly, the lamination (the bond between the fiberglass skin and substrate) of the fiberglass front wall (wrap) assembly, sidewall/end wall/front and rear wall frame assembly (wood and aluminum), roof frame assembly (wood and aluminum), and floor frame assembly (wood and aluminum). Structure Components specifically excludes front and rear fiberglass caps and any other cosmetic fiberglass attachments, sidewall metal (unless the root cause is the wall structure);

## WARRANTY & SERVICE

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exterior roof material (EPDM rubber, TPO, etc.); floor covering (carpet, linoleum, hardwood tile, etc.); all sidewall, end wall, front and rear wall, roof and floor attachments, and delamination caused by water intrusion from lack of required exterior seal maintenance or other maintenance. Structure Components further excludes all items identified under "What is Not Covered" below.

Heartland reserves the right to have new or remanufactured parts of similar quality used to complete any work, and to make parts and design changes from time to time without notice to anyone. Heartland reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured. Heartland makes no warranty as to the future performance of this RV, and this limited warranty is not intended to extend to the future performance of this RV, or any of its materials, components or parts. In addition, the RV owner's obligation to notify Heartland, or one of its independent, authorized dealers, of a claimed defect does not modify any obligation placed on the RV owner to contact Heartland directly when attempting to pursue remedies under state or federal law.

### **HOW TO GET SERVICE**

It is normal to expect some warranty service during the term of this Limited Warranty. To obtain warranty service the owner must do all of the following:

1. Notify an independent, authorized dealer of Heartland, or Heartland, of the substantial defect in material or workmanship attributable to Heartland, within the warranty coverage period designated above;
2. Provide the notification mentioned in (1) above, within ten (10) days of when the owner discovered, or should have discovered, the substantial defect in material or workmanship attributable to Heartland;
3. Promptly schedule an appointment with and take the RV to an independent, authorized dealer of Heartland, or Heartland, for repairs; and
4. Pay any freight or transportation costs, import duties, fees and all incidental expenses associated with obtaining warranty service.

If you need assistance, you may contact Heartland at 903 S. Main Street, P.O. Box 460, Middlebury, Indiana 46540, Attn: Customer Service, (800) 283-8267.

**NOTE:** Heartland does not control the scheduling of service work at the independent, authorized dealerships. You may encounter some delay in scheduling or completion of work. Also, you must notify the selling dealer at time of delivery to have work performed on any defect that occurred at the factory during manufacture at no cost to you as provided by this limited warranty. (See below under WHAT IS NOT COVERED).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the RV, or if it has taken longer than thirty (30) days for those types of repairs to be completed, you must, to the extent permitted by law, notify Heartland directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Heartland can become directly involved in making sure that you are provided service pursuant to the terms of this limited warranty.

**REPAIR REMEDY:** Heartland's sole and exclusive obligation under this Limited Warranty is to address, within industry standards, any covered substantial defect discovered and reported within the warranty coverage period provided: (1) you notify Heartland or an authorized dealer within 10 days of your discovery of the substantial defect; AND (2) you deliver the RV to Heartland or an authorized dealership at your cost and expense; AND (3) you identify the specific defect with the RV to Heartland or its authorized dealer as reflected in the work authorization or repair order associated with the service visit.

Due to the seasonal nature of recreational vehicle use, your RV may be stored at Heartland or an authorized dealer, at no cost to you, for an extended period of time before or after any warranty repairs are performed. Unless warranty repairs are actively being performed on your RV, your RV is available for use even while it is stored at Heartland or an authorized dealer—such storage time is not considered time that your RV is out of service and unavailable to use. Should you desire to use your RV while it is being stored at Heartland or an authorized dealer awaiting warranty repairs, please contact Heartland at (800) 283-8267. Similarly, should you encounter any difficulty with a dealer in getting repairs under this Limited Warranty or in getting your RV back from a dealer, please contact Heartland at (800) 283-8267.

**BACK-UP REMEDY:** If the primary remedy fails to successfully cure any substantial defect after a reasonable number of repair attempts, your sole and exclusive remedy shall be to have Heartland pay an independent service shop of your choice to perform repairs to the substantial defect. If the substantial defect is incapable of being repaired, your exclusive remedy will be to receive diminished value damages (i.e. the difference in your purchase price and the actual value of the RV on the date of purchase due to the substantial defect that is incapable of repair). You must exhaust the primary repair remedy and this back-up remedy and both these remedies must fail of their essential purpose before initiating any action against Heartland. You agree to provide notice to Heartland of the independent service shop you select to perform the repairs to the defect within 14 days of requesting performance of the repairs. You also agree to exercise good faith in seeking to exhaust the back-up remedy. If the independent service shop you ask to perform the back-up remedy is unwilling to perform the repairs, you agree to have the Heartland service center in Indiana perform the back-up remedy.

If diminished value damages are sought by you, both you and Heartland (or the person providing the diminished value opinion) MUST, with specificity, disclose to the judge or jury how the diminished value figure was arrived at so the accuracy can be verified through replication. If the diminished value figure cannot be verified through replication, you and Heartland agree that any such diminished value opinion will not be used to determine the remedy for breach of warranty.

### **WHAT IS NOT COVERED**

By way of example only, this limited warranty does not cover any of the following:

- defects in materials, components or parts of the structure of the RV not attributable to Heartland;
- items that are added or changed after the RV leaves the possession of Heartland;

## WARRANTY & SERVICE

- additional equipment or accessories installed at any dealership, or other place of business, or by any other party, other than Heartland;
- any RV used for rental or other business or commercial purposes (Note: It shall be concluded that the RV has been used for commercial and/or business purposes if the RV owner or user files a tax form claiming any business or commercial tax benefit related to the RV, or if the RV is purchased, registered or titled in a business name or any business association such as a corporation or limited liability company);
- any RV sold or used outside the United States, U.S. Territories or Canada;
- any RV not used solely for recreational travel and camping;
- any RV purchased through auction or wholesale;
- any RV purchased from a dealer that is not an authorized dealer of Heartland;
- any defect arising from excess weight placed on the Structural Components;
- normal wear, tear or usage, such as tears, punctures, soiling, mildew, fading, or discoloration of exterior plastic or fiberglass, or soft goods, such as upholstery, drapes, carpet, vinyl, screens, cushions, mattresses and fabrics;
- the effects of condensation or moisture from condensation inside or outside the RV;
- mold or any damage caused by mold to the inside or outside of the RV;
- imperfections that do not affect the suitability of the RV for its intended purpose of recreational use or items that are working as designed but that you are unhappy with;
- exterior paint or finish;
- problems, including water leaks, related to misuse, mishandling, neglect or abuse, including failure to maintain the RV in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws and fittings, tightening of lug nuts, sealing, rotating tires;
- damage due to accident, whether or not foreseeable, including any acts of weather;
- damage, rust, or corrosion due to the environment, theft, vandalism, fire, or other intervening acts not attributable to Heartland;
- damage caused by unregulated water pressure, tank over fill, or plumbing system modifications resulting in flooding of the vehicle;
- failure of the original retail purchaser or others to follow ordinary maintenance procedures as recommended by Heartland;
- damage caused by unprotected electrical hook-ups (home or campground), power surges, lightning, circuit overload, or electrical system modifications;
- damage resulting from tire wear or tire failure;
- hydraulic leveling jacks or leveling system;
- defacing, scratches, dents, chips on any surface or fabric of the RV; damage caused by infestation by insects or animals;
- damage caused by off road use, overloading the RV or alteration of the RV, or any of its components or parts;
- wheel alignment or adjustments to axles when caused by improper maintenance, loading or damage from road hazards, including off road travel, wheel damage or balancing or damage from tire failures;
- any costs associated with obtaining service, including by way of example, travel costs, are specifically excluded from the coverage of this warranty;
- any RV used as a residence; and
- any component, system, or part of the RV that is warranted by another entity, including, by way of example, handling, braking, wheel balance, tires, tubes, batteries, gauges, generator, awning, hydraulic jacks, inverter, converter, microwave, television, DVD/CD player, radio, speakers, television, refrigerator, range, hot water heater, water pump, stove, carbon monoxide detector, smoke detector, propane detector, furnace or any air conditioner. The written warranty provided by any manufacturer of the component part is the direct responsibility of that manufacturer. Defects and/or damage to interior and exterior surfaces, trim, upholstery and other appearance items may occur at the factory. These items are usually detected and corrected at the factory or by the selling dealer prior to delivery to the retail customer. You must inspect your RV for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer at time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

Component part and appliance manufacturers may issue limited warranties covering those portions of the RV not covered by the Limited Warranty issued by Heartland. To learn more about what specific components and appliances are not covered by this Limited Warranty, please contact Heartland directly or review the materials that came with the RV.

### **EVENTS DISCHARGING HEARTLAND FROM OBLIGATION UNDER WARRANTY**

Certain things completely discharge Heartland from any obligation under this warranty and void it. By way of example, the following shall discharge Heartland from any express or implied warranty obligation to repair or replace any defect that results from: any rental or other business or commercial use or purchase of the RV (as defined in this warranty), any RV titled or registered in the name of any business or business association (such as a corporation or limited liability company), any RV sold outside of, or used outside of, the United States, U.S. Territories or Canada, any RV sold through an auction or wholesale or by a non-authorized dealer, any defect in a separately manufactured component part, owner neglect or failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, collision or accident, whether or not foreseeable, including any acts of weather or damage or corrosion due to the environment, theft, vandalism, fire, explosions, overloading in excess of weight ratings, and tampering with any portion of the RV, or any use of the RV as a semi-permanent or permanent home.

### **WARRANTY REGISTRATIONS**

Your warranty registration records should be completed and delivered to the manufacturers of component parts. The selling dealership will assist you in completing and submitting the Heartland product warranty registration form. That form must be returned to Heartland within ten (10) days of your taking delivery of the RV. Your Heartland warranty will not be registered unless this warranty registration is completed and received by Heartland. Failure to file this warranty registration with Heartland will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it may inhibit any servicing facility's ability to provide proper repairs and/or part replacement. Note, tender and acceptance of a warranty registration does not alter the express terms of this limited warranty or any of its exclusions.

## WARRANTY & SERVICE

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### **CARE AND MAINTENANCE**

It is the owner's responsibility to perform proper care and maintenance of the RV, and to assure correct load distribution. For details regarding this, please see your Heartland owner's manual and the owner's manuals of the chassis manufacturer and other component part manufacturers. These outline various care and maintenance that is required to maintain your RV. Please review all manuals supplied with your RV, and contact your selling dealership or supplier of the component part if you have questions. Note: Failure to maintain the RV as noted in those manuals voids this limited warranty, and any damage to the RV as a result of your failure to perform such care, is not covered by this limited warranty.

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

### **ACCEPTANCE OF WARRANTY**

When you request or accept the performance of repairs under the terms of this Limited Warranty, you are confirming the acceptance of all terms of this Limited Warranty, including, by way of example, warranty limitations and disclaimers, the forum selection clause and the clause reducing the time period within which suit must be filed for breach.

### **LEGAL REMEDIES**

**EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO AN ALLEGED BREACH OF WARRANTY OR OTHERWISE RELATING TO YOUR PURCHASE OR OWNERSHIP OF THE RV MUST BE FILED IN THE COURTS WITHIN THE STATE OF INDIANA. THIS LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. UNLESS PROHIBITED BY STATE LAW, ALL CLAIMS, CONTROVERSIES AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY, WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA, 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.**

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