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## Escapod Limited Warranty

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Thank you for your recent Escapod purchase! We're thrilled to welcome you to the family. Our customers drive our efforts daily and we appreciate your support.

We take great pride in our trailers and stand behind their design and construction. Every trailer is built with a careful attention to detail for fellow lovers of the outdoors to ensure maximum quality and capability so you can be truly free to roam. This warranty is brought to you directly by the passionate people who built your Escapod, so you can trust that we'll have your back.

The purpose of this document is to explain the details of your warranty and the process for initiating warranty claims. We sincerely hope your experience with our business & product is rewarding and we're here to support you throughout your Escapod journey. Should anything come up with your trailer, please reach out to us so we can work toward a solution together.

### OVERVIEW

Escapod Trailers, LLC (Escapod) warrants every teardrop trailer to the original owner, when used only for its intended purpose of recreational travel and camping, that all parts manufactured by Escapod, under normal use, care, and service, are free from substantial defects in material, craftsmanship, and structural integrity, for a period of one (1) year from the date of pickup or shipment, subject to the exclusions below. This limited warranty is non-transferable and subject to change. Contact Escapod for details: [support@escapod.us](mailto:support@escapod.us)

## OWNER'S RESPONSIBILITIES

### Care & Maintenance

As the owner of a new Escapod, you are responsible for proper care, storage, maintenance, and correct load distribution, as outlined in the Escapod Essentials document. For the purpose of this limited warranty, we will refer to you as either "you" or "owner." Maintenance services should be performed in accordance with the Escapod Essentials document, as well as the corresponding manufacturers' warranties on components (parts and accessories) included within your trailer. Component manuals may outline additional care and

maintenance, and registration with those manufacturers may be required. Please review all manuals supplied with your unit, and contact [support@escapod.us](mailto:support@escapod.us) if you have questions. Any damage to the trailer as a result of the owner's failure to perform such care is not covered by the Escapod Warranty.

### **ESCAPOD'S RESPONSIBILITIES**

Any part of the trailer subject to warranty, which is found by Escapod to be defective in material or craftsmanship, will be repaired, replaced, or refunded at Escapod's option without charge to the customer for parts or labor. Escapod will not be obligated to pay for any repairs made without specific approval. Please contact Escapod prior to obtaining service or purchasing parts.

## **WARRANTY DETAILS**

### **COVERAGE**

**General:** Escapod warrants to the original purchaser, for a period of one (1) year from the date of pickup/shipment, that the purchased trailer shall be free of significant errors in craftsmanship attributable to Escapod. You must inspect the trailer upon delivery/pickup to ensure acceptable condition. This is a limited warranty and Escapod will repair or replace defects in craftsmanship during the warranty period, subject to the exclusions and other conditions set forth herein. Repairs may not reflect the original condition of the trailer. Escapod reserves the right to use new or remanufactured parts of similar quality to complete any warranty work. As a limited backup remedy in the event the trailer cannot be repaired, to be determined at Escapod's discretion, Escapod may pay you an amount equal to Escapod's determination of the reduction in value of the trailer caused by the defect. Any use of this warranty is fulfilling the terms of the warranty and will in no way restart or alter this warranty. Please note that any repairs after the coverage period expires, or to those portions of your trailer excluded from coverage, without charge, shall be considered "goodwill" repairs. Repairs may not be immediately available; therefore, you may encounter delays in scheduling and/or completion of repairs.

**Component Warranties:** The Escapod warranty does not include equipment or parts with separate, stand-alone warranties, which may require advance registration. All warranty service claims on components that hold a separate warranty should be directed to the respective manufacturer. The component parts listed on *Addendum A* are not covered by this limited warranty.

**Parts and Design Changes:** Escapod may make part and/or design changes without notice; repairs and replacements may be made with new or different parts. Escapod reserves the right to make changes in the design, material, or products without incurring any obligation to incorporate such changes in any product previously manufactured or maintain spare parts for previous designs.

**Disclaimer of Consequential and Incidental Damages:** The owner(s) and any other user of the Escapod trailer shall not be entitled to any consequential, punitive, or incidental damages of any kind that result from any defect in the trailer, including, without limitation: loss of use of the unit, inconvenience, lodging, towing, damage to personal property, alternate transportation, phone calls, meals, or lost time, income, or earnings.

This warranty gives you specific legal rights, and you may also have other rights, which vary by state.

## EXCLUSIONS

This limited warranty does not cover or apply to any of the following:

- Items added, changed, or modified after the trailer left the possession of Escapod, or any defects or damage caused by such items
- Any damage caused in-transit to or from the owner, by the owner, or by another party
- Any trailer used for commercial, residential, disaster relief, business, or rental purposes, or any purpose other than recreational travel and camping
- Minor imperfections or cosmetic blemishes resulting from normal manufacturing processes which do not affect the suitability of the trailer for its intended use
- Punctures or tears
- Soiling, mildew, mold, fungi, or any effects of excess condensation
- Mishandling, neglect, abuse, or misuse - *Escapod reserves the right to determine whether the trailer has been mishandled, neglected, abused, or misused.*
- Theft, vandalism, accidents, or collisions
- Costs incurred to the purchaser for onsite service, transportation of the trailer, or as the result of having repairs performed at a location not authorized by Escapod
- Lightning or other acts of nature or corrosive atmospheres which can result in rusting, oxidation or pitting, or any contingencies beyond the control of the manufacturer
- Normal wear and usage, such as:
  - fading or discoloration of soft goods (screens, window covers, mattress)
  - fading, yellowing or aging of exterior materials due to UV, sunlight, or weather exposure
  - fading or discoloration of wood or HDPE components
  - tarnishing of aluminum, stainless steel surfaces, Raptor, LINE-X, or powder coating

- Damage to or loss of the trailer caused in whole or in part by, or in any way related to:
  - the environment or weather, including, but not limited to, flooding, high winds, acid rain, hail, lightning, high heat, extreme cold
  - the condition of any road surface, i.e. salt, de-icing chemicals, gravel, sand, ruts, holes, rock chips
  - chemicals applied to the trailer
  - exposure to natural or atmospheric elements or corrosive chemicals
  - insects or other animal damage
  - the type of tow vehicle selected or the operation or use of the tow vehicle
  - improper selection or installation of the towing hitch or ball on the tow vehicle or improper tow vehicle hookup, [attachment/coupler, or wiring harness]
  - improper loading, exceeding weight limitations, or improper weight distribution
  - sway control, equalizer, stabilizer, electrical, or brake controller system(s)
  - unregulated water pressure, tank overfill, or plumbing system modifications resulting in flooding of the trailer, or water leaks or as a result of failure to maintain exterior seals
  - unprotected electrical hook-ups (home or campground), power surges, lightning, circuit overload, or electrical system modifications
  - failure to use reasonable efforts to mitigate damage caused by defects
  - willful or negligent acts
- Damage to the tow vehicle
- Wheel alignment, damage, or balancing; adjustments to axles or brakes when caused by improper maintenance, loading, or damage from road hazards, including of road travel; or damage resulting from tire failures
- Normal and routine maintenance, such as:
  - inspections or adjustments
  - tightening of screws, fittings, or lug nuts
  - brake squeak/lock-up/adjustment
  - lubricating, scaling, or cleaning
  - changing fuses or light bulbs
  - maintaining the air conditioning or heating systems
  - seals and sealants
- Damages arising from the failure to have maintenance performed or from improper storage as outlined in the Escapod Essentials document and/or the component manuals
- Materials, parts, and components manufactured by persons or entities other than Escapod, such as: the mattress, tent, awning, fridge/freezer, cooler, stove, water heater, air conditioning unit, heater, doors, windows, tires, axles, jacks, couplers, batteries, brakes, or other electronics. These may be covered by manufacturer warranties, which may require registration.

**DEFECT V. DAMAGE:** Please note the distinction between “defect” and “damage.” Defect means the failure of the craftsmanship performed and/or materials used to conform with the

design and manufacturing specifications and tolerances of Escapod. Defects are covered because Escapod is responsible; on the other hand, Escapod has no control over damage caused by such things as collision, misuse, acts of nature, or lack of maintenance which occurs after the trailer is delivered to the owner.

Therefore, damage which occurs after the trailer is delivered is not covered under this warranty.

### **OWNER WARRANTY PROCEDURE**

You must follow these steps for warranty service. In the event that a substantial defect in materials or craftsmanship is found to exist in parts covered by the Escapod Limited Warranty, Escapod will bear the cost of the repair or replacement of such defective materials or craftsmanship, subject to the above conditions and exclusions, provided that the owner:

- Notifies Escapod of the defect within seven (7) days of when it is, or should have been, discovered and no later than seven (7) days after the expiration of the warranty; otherwise the owner waives any claim relating to that defect or any and all damages arising as a result thereof. Please be prepared to provide the VIN of your trailer, and email details to [support@escapod.us](mailto:support@escapod.us)
- Follows instructions from Escapod on how to get approved repairs. Escapod will determine if there is an approved service center within reasonable distance of the owner. If there is not an approved service center near the owner, the owner will be required to provide two written estimates for the required repairs.
- Schedules an appointment and promptly takes the trailer to the authorized service center for necessary repairs. No action to enforce this warranty shall be commenced later than three (3) months after any defect is or should have been discovered or one (1) month after expiration of the warranty period.
- Pays any freight, transportation, towing, or shipping costs, as well as any import duties or fees involved. The owner shall bear expenses incurred by the owner in obtaining warranty service.

There is no warranty made by Escapod beyond that contained in this official warranty. No person is authorized to enlarge, amend, or modify this warranty, or make any representation or promise of warranty concerning Escapod's trailers on behalf of Escapod, except to refer the purchaser to their official warranty.

All disputes and matters whatsoever arising under, in connection with, or incidental to this warranty contract shall be litigated, if at all, in and before a court located in Summit County, Utah, to the exclusion of the courts of any other state, territory, or country.

**STATUTE OF LIMITATION:** No action may be brought against Escapod for breach of this

warranty, any applicable implied warranty, or for any other claim arising out of or relating to an Escapod trailer, more than thirty (30) days after: 1) expiration of the one-year warranty period; or 2) expiration of the seven (7) day notice period that follows expiration of the warranty, if such notice is given. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.

**ATTORNEYS FEES:** Any warranty claim asserted or brought in violation of this warranty, or any claim brought against Escapod, directly or indirectly, under which any person or entity seeks to broaden the terms of the warranty or under which any person fails to successfully prevail on any issue or matter of any type or nature, shall entitle Escapod to recover its costs, damages, and reasonable attorneys' fees in connection with the same.

#### **ADDENDUM A: COMPONENT WARRANTIES**

The following components are not covered under the Escapod Limited Warranty. You must complete and submit all component warranties to the respective manufacturer in their required formats and within their required time periods. Advance registration may be required. Please refer to the warranties of component manufacturers for terms and conditions of coverage. These warranty claims must be presented to their respective component manufacturers for warranty service and are a direct responsibility of those manufacturers.

- Dometic Fridge/Freezer
- Gasland Water Heater
- Propex Heater
- FresAir Air Cooling Unit
- NOCO Genius 10
- ROAM Products (Awning, Annex Room, Rugged Cases)
- Freespirit Recreation Tents
- ENO 2-burner Stove
- Xantrex Inverter
- Maxxair Fan
- Max Coupler Fully Articulating Hitch
- Interstate Batteries
- Viair Air Compressor
- Motion Stargazer Window
- Challenger Doors
- Thule Aero Bars
- Rhino Rack Mounting System
- Rock Tamers Mud Flaps
- Flojet Water Pump