

RV WARRANTY DISPUTE PROGRAM RULES & GUIDE

I. GENERAL INFORMATION

A. Introduction

This guide provides important information about mediation services in the RV Warranty Dispute Program ("Program"). Mediation is a voluntary process intended to assist the parties in resolving a dispute before commencing an administrative or judicial complaint. The benefit of this Program is that it does not decide cases; rather, it provides a method for you to resolve your concerns voluntarily.

Mediation is a process in which you, the participating RV manufacturer, and the Mediator (a neutral facilitator) assigned by the Program meet to seek a settlement of your concerns. The participating RV manufacturer will be represented by non-attorney personnel and will not have a lawyer present at the mediation. The Mediator assists the parties' efforts to reach a mutually acceptable settlement of the dispute; however, the Mediator cannot, and will not, impose any settlement upon you.

This is a voluntary program. There is no requirement that you use the Program before pursuing your rights and remedies under state or federal laws and regulations. **THIS PROGRAM IS OFFERED AT NO COST TO YOU, THE CONSUMER.** That means no Program fees will be charged to you.

The Program makes every effort to resolve cases within 40 days of the date the application is received. The 40-day timeline may be extended for a few limited reasons or at the consumer's request. Proceedings are conducted in English. Any person requiring an interpreter should contact the Administrator to discuss arrangements.

This guide is designed to help you, the consumer, prepare for mediation. Please read this guide in its entirety. Otherwise, you may not fully understand your rights and responsibilities under the Program.

B. Eligibility

To be eligible for the Program you must notify us within 30 days following the expiration of the warranty that: (1) You contend a defect exists in your RV; (2) The alleged defect is covered under the applicable manufacturer warranty or warranties during the respective warranty period; and, (3) Contend a defect has not been cured after a reasonable number of repair attempts at an authorized repair facility. **Please Note: Personal injury and "property damage" claims are not eligible under this Program.**

Building an RV unit with all of its components, such as the chassis and the living-facility items, involves several manufacturers and suppliers. Due to this multi-stage manufacturing process, a participating RV manufacturer's warranty may not cover all components. However, if at any point during the mediation process a participating RV manufacturer determines that your issue(s) should

involve one or more of its suppliers, that manufacturer will work to bring relevant suppliers to the mediation.

To apply for the Program, please complete the Statement of Issues form which can be found here, <https://www.demarsassociates.com>, and submit the form to the Administrator via regular mail at the address provided below, or complete an electronic copy of the Statement of Issues and submit to the Administrator's email address provided below.

The Administrator reviews the Statement of Issues to see if it meets the Program requirements. If the case is eligible, the consumer and manufacturer are notified in writing, and a date is set for the mediation conference. If the case does not meet eligibility requirements, the consumer will be notified in writing.

The program makes every effort to resolve cases within 40 days of the date the Statement of Issues is received. The participating RV manufacturers have agreed that any applicable limitation periods for commencing a formal complaint seeking remedies under state or federal laws will be tolled (which means delayed or paused) solely against the RV manufacturer for a period of time beginning on the date you submit your Statement of Issues to the Administrator until the day the mediation process is complete. For example, if you submit your Statement of Issues on March 1, and the mediation occurs on April 1, any statute of limitations will have been tolled during that 30-day time period if the dispute is not resolved. It will start to run again on April 1.

C. Administration of the Program

DeMars & Associates, Ltd. ("Administrator" or "DeMars") administers the Program. DeMars is a leading national alternative dispute resolution firm managed by some of the most reputable experts in the business. Over the years, DeMars has administered numerous alternative dispute resolution programs that have helped settle thousands of business-consumer disputes.

The Administrator is responsible for the overall administration of the Program, including collecting necessary documents, scheduling the mediation conference and providing you with an impartial, qualified Mediator. The Administrator does not decide cases. The Administrator provides a forum for hearing and resolving disputes using impartial Mediators.

The Administrator and Mediators are exempt from civil liability as a result of any act or omission in connection with the mediation held under the Program. The parties may not call the Mediator or any employee or agent of the Administrator as a witness or expert. This includes any informal proceeding or legal action involving the parties related to a dispute subject to this Program. In addition, they may not subpoena any notes or other materials created by the Mediator. Parties are entitled to receive copies of all the Program's records related to the dispute, at a reasonable cost.

More details on program operations, or an application, can be obtained by contacting the Program Administrator, at (800) 279-5343.

II. MEDIATION PROCESS

A. What is Mediation?

Mediation is a process in which parties to a dispute and a Mediator meet to seek settlement. The Mediator assists the parties' efforts to reach a mutually acceptable settlement of the dispute. The Mediator cannot impose any settlement upon the parties. Mediation is voluntary for both the consumer and the involved RV manufacturer. The parties control the outcome of mediation, not the Mediator. This is different from arbitration where an arbitrator or a panel of arbitrators hears evidence and makes a decision. In mediation, the parties can discuss any RV issue of concern and attempt to resolve all differences, even if some of the alleged problems with the RV are not covered by the warranty. The parties are not prevented from continuing direct negotiations before the mediation occurs.

At the beginning of the mediation conference, the Mediator will normally meet with both parties in a joint session and describe the procedures and ground rules. Each party then discusses their understanding of the issues, the facts surrounding the dispute, how they would like to see the dispute resolved and why. In this initial session, the Mediator gathers as many facts as possible.

After the joint session, the Mediator will meet separately with the consumer(s) and the representative from the RV manufacturer. While holding these separate sessions, the Mediator may shuttle back and forth between the parties and may bring them back to joint sessions at appropriate intervals. During each separate session, the Mediator attempts to clarify each party's version of the facts, priorities and positions, and explores alternative solutions. At appropriate times the Mediator may make suggestions about a final settlement, advise the parties on the consequences of failure to reach a mutually acceptable agreement, outline the progress that has been made, and formalize offers to achieve agreement. Information you provide the Mediator when you meet in separate sessions is confidential, and the Mediator will not disclose this information to another party without your permission.

B. Mediation Procedures

- 1. Initiation of Mediation.** Upon receipt of an eligible claim, the Administrator will promptly notify the consumer and manufacturer(s), in writing, that an eligible application has been received and include the Administrator's address for all requests or other communications concerning the claim. After the parties are notified, they shall have ten business days to resolve the dispute before the scheduling of a mediation. If they cannot resolve the dispute within the ten-business day period, the Administrator shall notify the parties of:
 - (i) the identity and biography of the assigned Mediator, and
 - (ii) the scheduled mediation conference date, time, and location.

The Administrator will send notification to the parties at least ten (10) days prior to the scheduled mediation conference date. A copy of the consumer's claim will be provided to all involved manufacturers and the Mediator.

2. **Appointment of the Mediator.** A single Mediator will be assigned by the Administrator to conduct the mediation conference.
3. **Mediator Disclosure and Challenge Procedure.** No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the mediation. A party shall have five (5) days from the date of the letter scheduling the mediation conference to factually object to the assigned Mediator.

Prior to accepting an appointment, the prospective Mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Administrator shall either replace the Mediator or immediately communicate the information to the parties for their comments. The Administrator's decision shall be final and binding.

Upon the Administrator's receipt of a party's written objection to the continued service of the Mediator, the Administrator shall determine whether the Mediator should be disqualified and shall inform the parties of its decision, which shall be final and binding.

4. **Mediator Vacancies.** If for any reason the Mediator becomes unwilling or unable to perform his or her duties, the Administrator may declare the position vacant and appoint a new Mediator.
5. **Settlement Authority.** All parties must be represented by persons with settlement authority.
6. **Date, Time, and Place of Mediation Conference.** The Administrator, in consultation with the Mediator, shall set the date, time and place of the mediation conference. The mediation shall be held at a site reasonably convenient to the consumer, or, alternatively, may be conducted via telephone or video if the Administrator determines an in-person meeting is not practical. The Administrator shall have the power to determine the location and method of the mediation conference and its decision shall be final and binding.

The Administrator will ensure that the location of the conference is suitable for multiple parties, with a minimum two (2) meeting rooms, and a parking lot large enough to accommodate the RV.

7. **Rescheduling the Mediation Conference Date.** The Mediator may postpone a conference upon the request of a party. Any party seeking a postponement should promptly contact the Administrator and attempt to reschedule the conference to a mutually acceptable date.
8. **Identification of Matters in Dispute.** The parties will be expected to present all information reasonably required for the Mediator to understand the issues presented.
 - a. **Consumer Statement.** The consumer must provide the Administrator a Statement of Issues, along with supporting documentation, when the claim is filed.

- b. Manufacturer Summary.** The manufacturer(s) must provide the Administrator with a written summary of its position regarding the dispute at least five (5) days prior to the mediation conference. A manufacturer may revise its summary after inspecting the RV.
- 9. Inspection of Vehicle.** The likelihood of successfully resolving the dispute is improved by affording the RV manufacturer the opportunity to inspect your RV prior to the mediation. It is certainly not mandatory, but without the inspection the manufacturer may not be able to address some or all of the claims. It is recommended that you arrange a mutually agreeable time and location for an inspection by the manufacturer prior to the mediation if the RV has not already been inspected or is presently in an authorized repair facility. The consumer must be present during the inspection, unless the consumer expressly waives in writing the right to be present. The inspection does not constitute another attempt to repair the RV, and no repair procedures may be conducted without the consumer's written consent.

The manufacturer may perform limited non-repair diagnostic examinations and inspection procedures, such as test driving the RV or attaching a testing device to the RV.

- 10. Authority of the Mediator.** The Mediator shall interpret and apply these rules insofar as they relate to the Mediator's duties and responsibilities. All other rules shall be interpreted and applied by the Administrator.

The Mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The Mediator is authorized to conduct joint and separate discussions with the parties, and to make oral and written recommendations for the settlement.

- 11. Privacy.** Mediation conferences are private and confidential. Only the parties and the Mediator may attend mediation conferences. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

- 12. Confidentiality.** The Mediator shall not divulge confidential information disclosed to the Mediator by the parties in the course of the mediation. Furthermore, the Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and, except as otherwise required by law, shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding (i) the consumer statement or the manufacturer summary, (ii) views expressed or suggestions made by another party with respect to a possible settlement of the dispute, (iii) admissions made by another party in the course of the mediation proceedings, (iv) proposals made or views expressed by the Mediator, (v) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator or (vi) any settlement agreement obtained as a result of the mediation.

13. No Stenographic Record or Recording. There shall be no stenographic record or recording of the mediation conference.

14. Termination of Mediation. The mediation shall be terminated by (i) the execution of a written settlement agreement by the parties; or (ii) a written declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile.

C. Settlement

Settlement agreements are CONFIDENTIAL, except as otherwise required by law. A settlement form describing the terms of the settlement and any agreed upon release language will be entered into between the parties if a settlement is reached at any time after a dispute is submitted to the Administrator. For purposes of clarity, this includes any resolution agreed to by the parties before mediation. In such a case, the parties must acknowledge in writing that the matter is administratively settled and closed for the purposes of the Administrator's records.

Upon receipt of a settlement agreement, signed by all involved parties, the Administrator will administratively close the case as "settled". The Administrator will verify performance of the settlement terms, with the RV owner, ten (10) days after the deadline for compliance. If the settlement involves a repair that cannot be completed for weeks or months, the parties may agree that the matter is settled and closed prior to the repair(s) being completed; provided the repair(s) and the timeline for such repair(s) are a part of the settlement. Please note, should the RV owner allege non-compliance with the terms of the settlement, this would fall outside the scope of the Program. Claims of non-compliance can be resolved by other legal means available to the RV owner. For purposes of clarity, when a claim is "closed" or "settled" within the Program, it means that the claim has run its course through the Program and the Administrator will close the file.

FLORIDA APPLICANTS ONLY

Additional information regarding Mediation and Arbitration may be obtained by contacting CAP-RV at 262-549-6700 or at <https://www.demarsassociates.com>. You may also contact the Florida Attorney General's Office Lemon Law Arbitration Program at 850-414-3500 or website at <http://www.myfloridalegal.com>.

Administrator's Office

If you have any questions or are uncertain about any part of this Program, please contact the Administrator:

RV Warranty Dispute Program
DeMars & Associates, Ltd.
P.O. Box 1015
Hurst, TX 76053
(800) 279-5343
info@demarsassociates.com

The parties should provide their case number on all communications.

Special Accommodations

Persons needing special accommodations to participate in the mediation should contact the Administrator no later than ten (10) days prior to the mediation date. If hearing impaired, contact the Administrator via TTY Relay Service at 800-947-3529. An interpreter will be provided by the Administrator upon request.

RV WARRANTY DISPUTE PROGRAM
STATEMENT OF ISSUES

(Please type or print clearly)

Name: _____

Address: _____

Phone: (Home) _____ (Work) _____ (Other, please specify) _____

Email: _____ Recreational Vehicle Manufacturer: _____

Recreational Vehicle Identification Number (VIN): _____

Recreational Vehicle Model: _____ Year: _____ Vehicle Purchased _____ New _____ Used

Date Purchased: _____ Mileage at time of purchase (if applicable): _____ Current Mileage: _____

Selling Dealer: _____ City/State: _____

Servicing Dealer(s): _____ City/State: _____

_____ City/State: _____

Involved Part or Condition: _____ Warranted by: _____

Describe Unresolved Concern: _____

#of times this part/condition has been repaired? _____ # of days out of service? _____

In and out dates of service: _____ Location of service: _____

Involved Part or Condition: _____ Warranted by: _____

Describe Unresolved Concern: _____

#of times this part/condition has been repaired? _____ # of days out of service? _____

In and out dates of service: _____ Location of service: _____

Involved Part or Condition: _____ Warranted by: _____

Describe Unresolved Concern: _____

#of times this part/condition has been repaired? _____ # of days out of service? _____

In and out dates of service: _____ Location of service: _____

Please attach additional pages if necessary. Please attach COPIES of all applicable warranties including but not limited to appliances, chassis, engine and other warranties (page indicating duration of warranty), repair order, and sales documents.

What do you want done to resolve your concern: _____

If a resolution cannot be reached through the RV Warranty Dispute Program, the consumer may pursue other rights and remedies available under State or Federal law. The consumer agrees that the Program and Mediation is confidential and cannot be used as evidence by any party in a subsequent legal proceeding.

Signature: _____ Date: _____