

THE STATE OF SOUTH CAROLINA
South Carolina Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas

The Honorable Carmen T. Mullen, Circuit Court Judge

Appellate Case No.: 2012-213361
Circuit Court Case No.: 2008-CP-27-695

Ralph Thomas and Nancy Thomas.....Respondents,

vs.

Gulf Stream Coach, Inc. and Ridgeland Recreational Vehicles, Inc.
d/b/a Boat N RV Megastore.....Defendants,

of whom Gulf Stream Coach, Inc. is the.....Appellant,

and

Ridgeland Recreational Vehicles, Inc. d/b/a Boat N RV Megastore
is.....Respondent.

RECORD ON APPEAL

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RECEIVED
OCT 16 2013
SC Court of Appeals

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Vehicles, Inc. d/b/a Boat N RV Megastore

INDEX

Order of Judge Mullen, dated October 28, 2009.....	1
Consent Arbitration Agreement and Order.....	2
Order of the Arbitrator.....	7
Amended Order of the Arbitrator.....	17
Order of Judge Mullen, dated June 29, 2012.....	28
Form 4 Order of the Circuit Court Denying Motion for Reconsideration.....	34
Complaint.....	37
Answer of Defendant Gulf Stream Coach, Inc.....	39
Plaintiff's Notice of Motion and Motion to Amend Complaint Pursuant to Rule 15.....	59
Amended Complaint.....	62
Answer of Gulf Stream Coach, Inc. to Amended Complaint.....	67
Answer and Cross Claim of Defendant Boat N RV Megastore.....	78
Plaintiff's Notice of Motion and Motion to Modify, Alter, Correct and/or Clarify the Award.....	84
Gulf Stream Coach, Inc.'s Motion/Application to Vacate Award and/or in the alternative, to Correct, Modify, or Amend.....	87
Defendant Gulf Stream Coach's Motion for Reconsideration.....	101
Notice of Appeal.....	118
Transcript of Motion Hearing.....	122
Letter of Counsel for Boat N RV, dated September 29, 2009.....	139
Letter from Matt Creech, dated April 4, 2012.....	142
Bill of Sale.....	144
Retail Installment Sales Contract, dated April 9, 2008.....	147

Verbal Agreement, dated April 9, 2008.....	149
Gulf Stream Coach, Inc's Limited Warranty.....	151
Boat N RV/Gulf Stream, Inc.'s Warranty Registration.....	154
Recreational Vehicle Registration, dated May 5, 2008.....	159
Boat N RV Repair Order 245438.....	160
Gulf Stream Coach, Inc.'s Owners' Manual.....	163
Factual Overview prepared by Mrs. Thomas.....	194
Photographs with notes.....	207
Plemmons Work Orders.....	266
Certificate of Counsel.....	277
Certificate of Compliance.....	279
Certificate of Service.....	281

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

Ralph and Nancy Thomas

Plaintiff,

vs.

Gulf Stream Coach, Inc., and Ridgeland
Recreational Vehicle, Inc., d/b/a Boat N RV
Mega Store,

Defendants.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2008-CP-27-00695

ORDER

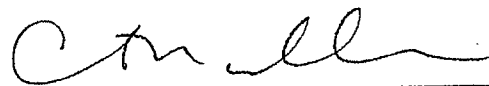
2009 OCT 28 AM 11:12
JASPER COUNTY SC

This matter came to be heard before me pursuant to the Plaintiff's Motion to Amend the Complaint, filed on May 18, 2009.

Due to the fact that this case has had so many procedural problems in the past, and I want the appellate record to be clear, I am ordering that all of my previous orders in this matter are vacated.

ORDERED, ADJUDGED and DECREED that the Plaintiff's Motion to Amend the Complaint is hereby granted and all previous orders entered by this court are vacated.

IT IS SO ORDERED.



Carmen T. Mullen
14th Judicial Circuit Court Judge

October 26, 2009
Beaufort, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	CIVIL ACTION NO. 08-CP-27-0695
	)	
RALPH THOMAS and NANCY	)	
THOMAS,	)	
	)	CONSENT ARBITRATION AGREEMENT
Plaintiffs,	)	AND ORDER
	)	
vs.	)	
	)	
GULF STREAM COACH, INC., and	)	
RIDGELAND RECREATIONAL	)	
VEHICLES, INC., d/b/a BOAT N	)	
RV MEGA STORE,	)	
	)	
Defendants.	)	

This action was filed on November 7, 2008 in the Court of Common Pleas, Jasper County, South Carolina. The Defendant Ridgeland Recreational Vehicles, Inc., d/b/a Boat N RV Mega Store has filed a motion to compel arbitration in lieu of an answer based upon an agreement to arbitrate contained in the sales contract between the parties. Plaintiff has agreed to submit the case to arbitration subject to the following terms. Both Ridgeland Recreational Vehicles, Inc., d/b/a Boat N RV Mega Store and Gulf Stream Coach, Inc., agree to be bound to the following:

1. The parties agree to a stay of this case pending arbitration;
2. Arbitration will be binding upon all parties, and any findings of law or fact, resulting rulings or orders will be final and enforceable in this Court, save for any grounds that otherwise exist at law or in equity for the recision or appeal of an arbiters ruling;

3. The parties agree to submit the claim to a single arbiter, to be agreed upon by all parties. In the event the parties cannot agree to an arbiter, one shall be appointed by the Court;
4. The parties agree to share the costs and expenses of arbitration equally;
5. ~~The parties agree that arbitration shall commence by September 1, 2011;~~
6. The parties agree to abide procedurally by the arbitration rules promulgated by the American Arbitration Association. All other evidentiary issues or questions of law or equity shall be governed by the laws of this state;
7. The parties agree to the following discovery prior to arbitration:
 - a) Exchange of witness lists;
 - b) Exchange of exhibits;
 - c) The depositions of any party or a corporate representative thereof at the options of any opposing party;
 - d) The disclosure of any proposed expert witnesses;
 - e) Exchange of any proposed expert CVs and reports; and,
 - f) The deposition of any expert at the option of any opposing party;
8. Any other issues regarding the execution of the arbitration, including other issues related to discovery, procedure, evidence and/or scheduling are to be determined by the arbiter in accordance with the above agreement.

Based on the foregoing agreement by the parties, I find that the motions currently pending in this case are moot. Therefore, this case shall be stayed pending arbitration, and such is ordered

in conformance with the above agreement. The parties may file the
arbiter's written decision and/or award with the Court for
enforcement after such has been rendered.

IT IS SO ORDERED!

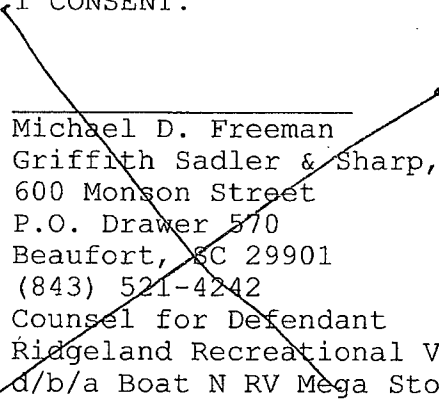
BY: 

Carmen T. Mullen
Chief Administrative Judge
Fourteenth Judicial Circuit

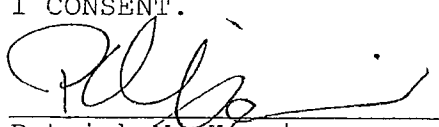
Beaufort, South Carolina

~~Sept~~ May 9, 2011.

I CONSENT.


Michael D. Freeman
Griffith Sadler & Sharp, P.A.
600 Monson Street
P.O. Drawer 570
Beaufort, SC 29901
(843) 521-4242
Counsel for Defendant
Ridgeland Recreational Vehicles, Inc.,
d/b/a Boat N RV Mega Store

I CONSENT.


Patrick M. Higgins
Howell, Gibson & Hughes, P.A.
P.O. Box 40
Beaufort, SC 29902
(843) 522-2400
Counsel for Defendant
Gulf Stream Coach, Inc.

I CONSENT.



J. Paul Detrick

Peters Murdaugh Parker Eltzroth & Detrick, P.A.

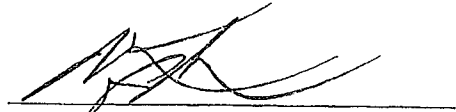
P.O. Box 457

Hampton, SC 29924

(803) 943-2111

Counsel for the Plaintiffs

I CONSENT:

A handwritten signature in black ink, appearing to read 'Todd Carroll', is written over a horizontal line.

Todd Carroll
Hall & Bowers, LLC
P. O. Box 12107
Columbia, SC 29211
(803) 454-6504
Counsel for Defendant
Ridgeland Recreational Vehicles, Inc.,
d/b/a Boat N RV Mega Store

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

RALPH THOMAS AND NANCY THOMAS,

Plaintiffs,

vs.

GULF STREAM COACH, INC. AND RIDGELAND
RECREATIONAL VEHICLES, INC. D/B/A BOAT N
RV MEGA STORE,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2008-CP-27-695

ORDER OF THE ARBITRATOR

The above captioned case appeared before me for an arbitration hearing on December 5 & 6, 2011. After reviewing the evidence, hearing the testimony and inspecting the RV the case was concluded.

The Plaintiffs allege in their complaint that the Defendants breached the UCC implied warranties of merchantability and fitness for a particular purpose as well as the express warranties of the manufacturer. The Defendants contend that the express warranties were waived under the UCC. Defendants further contend that they have not been given adequate opportunity to make repairs to the vehicle under their limited warranty provision in that they stand ready and willing to complete the required repairs. The Plaintiff's allegations for fraud were withdrawn, but they also have claims under the SC Dealers Act and the Unfair Trade Practices Act. The Plaintiff's moved based upon the evidence presented to amend their complaint at the conclusion of the case to include a claim for rescission of the contract. The amendment was granted.

The parties disagree on the applicable law in this case. It is Plaintiffs' position that South Carolina law applies to this case. The Defendants contend that New York law applies pursuant to the contract language signed by the parties. A review of the sales contract which was a form contract provided by the dealer contains a clause stating that the contract is governed by the laws of the state of New York. The warranty that was provided by the dealer contains a clause that provides that the applicable law is governed by the state of Indiana. This ambiguity clouds the contractual choice of law. Therefore, I find that the law of the state of South Carolina applies to this case.

The testimony in this case is that shortly after purchasing the RV, the Plaintiff had a list of problems with it and repeatedly demanded that his vehicle be repaired. He made several trips to Boat N RV Mega Store seeking repairs. Some of the items were repaired, unfortunately the water leaks experienced by the Plaintiffs were not adequately addressed. The problem persisted despite repeated repair attempts. The leaks were so bad that the RV began to grow mushrooms inside of it. In early July, the Plaintiff contacted

the Defendant Gulf Stream Coach Inc. about the ongoing water intrusion problem. He was initially instructed to take the vehicle back to Boat N RV Mega Store for repairs. He refused because they had repeatedly failed to satisfactorily repair the RV. He was then instructed to go to a North Carolina repair facility run by Bill Plemmons. Bill Plemmons was an authorized repair agent for Gulf Stream. The vehicle was in his shop from early August until mid-October of 2008. The Plaintiff was informed by Plemmons dealership that they did all of the repairs that the manufacturer would allow under the warranty. Six months after the Plaintiffs purchased the RV, they picked it up from Bill Plemmons and returned home. They soon discovered that the water leaks were still occurring. An impressive video tape taken after the Plemmons repair showed the Plaintiffs vacuuming at least a gallon of water out of the carpet of the RV. The Plaintiffs contend that the UCC warranties made at the time of the sale have been violated. The Defendants maintain that the UCC warranties were waived in a disclaimer, but that they should be given the opportunity to repair the RV under the limited warranty that was in place at the time of the sale.

South Carolina UCC law provides "to exclude or modify the implied warranty of merchantability or any part of it, the language must mention merchantability and in case of a writing must be conspicuous, and to exclude or modify any implied warranty of fitness the exclusion must be by a writing and conspicuous." S.C. Code Ann. Sec. 3-2-316(2). The question arises as to whether the waiver of the warranties was "conspicuous" under the UCC. In State Carolina "a term or clause is conspicuous when it is so written that a reasonable person against whom it is to operate ought to have noticed it. A printed heading in capitals (as 'NON NEGOTIABLE BILL OF LADING') is conspicuous language in the body of a form is conspicuous if it is larger or other contrasting type or color...." Jones v. General Electric Co. 331 S.C. 351, 503 S.E.2d 173 (SC App. 1999).

In the sales contract between Boat N RV Mega Store and the Plaintiff, there are two clauses which seek to disclaim all warranties. One appears on page one next to an unchecked box. It appears the Defendants intended to check the box, but missed, putting two X's over top of the word "factory." The print is not enlarged type, not bold print, not underlined, not in a different color. The disclaimer is as a matter of law inconspicuous. On the back of the contract, under provision 11, a similar disclaimer appears. It is similarly inconspicuous.

The Plaintiffs testified at the hearing that they were unaware that they had waived any of their warranties. Under the UCC the Defendants' attempt to waive the UCC warranties fails. I therefore find the seller, Boat N RV Mega Store and the manufacturer, Gulf Stream have not effectively disclaimed their warranties of implied merchantability and fitness for a particular purpose. I find the Plaintiffs RV to not meet the minimum standards required by the implied warranty of merchantability the persistent leaks and continued deterioration of the motor carriage due to water renders it unacceptable under the implied warranty of merchantability. It is not of fair average quality with in the description and not fit for the ordinary purposes for which RV's are used, therefore I find a breach of the implied warranty of merchantability similarly, is not fit for the purpose for which it was intended and violates the implied warranty of fitness for a particular purpose.

The Plaintiffs sought rescission of their contract with the Defendants. Rescission is allowed in South Carolina when a purchaser of a defective product demands rescission from the vendor within a reasonable time. In this case, the Defendants efforts to repair the RV were repeatedly unsuccessful. Boat N RV Mega Store's unsatisfactory repair work caused the Plaintiff to contact Gulf Stream directly. The plaintiffs expressed their frustration with the leaking RV to Gulf Stream and asked to return it to Indiana in July of 2008. The manufacturer declined the request and made another attempt to repair the RV by using one of their factory authorized dealers. The dealership was unsuccessful and was notified again of the leaks to the RV. I find the Plaintiffs are entitled to rescission. It is ordered that the 2007 Gulf Stream Friendship G8 Series 8414 VIN # 4UZAB2DJL7CX98638 shall be returned and the title signed over to the Defendant Gulf Stream. I further find the Plaintiffs are entitled to receive a refund of the purchase price and costs as set forth below:

reimbursement of the entire Gulf Stream purchase price of \$266,383.00 (which includes the amount of payments Plaintiffs made plus the trade in value of their Coachman);

taxes \$4,259.30;

insurance paid \$5,259.30;

electricity to maintain the condition of the RV \$4,200.00;

hotel bill in Rural Hall, North Carolina \$117.25;

replacement camper (bought to decrease loss of use) \$5,798.35;

batteries \$299.01; and

extended warranty \$7,450.00.

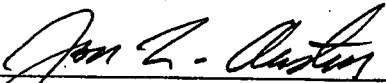
I find the Plaintiffs are entitled to a total of \$293,766.22. I decline the Plaintiff's request for an award of attorney fees.

The Plaintiff did not give notice of the rescission of the contract to Boat N RV Mega Store. Boat N RV Mega Store breached their UCC warranties to the Plaintiffs, but since there was no notice of rescission to them, they do not share in the rescission. Instead, I find that Boat N RV Mega Store caused the Plaintiffs' to incur costs and to be unable to use their RV for the first five months that they owned it. After that time, another factory authorized dealer (Plemmons) failed to properly repair the RV. For their part of the damages, Boat N RV Mega Store shall pay \$18,000.00 of the award. Gulf Stream shall pay the remaining \$275,766.22 of the award and shall receive title to the RV.

As to the cross claim of the Defendant Boat N RV Mega Store against Gulf Stream Coach Inc., I find no evidence of a contract which would provide for contractual indemnity between the Defendants. I further find the Defendant is barred from recovering under the theory of equitable indemnity under the doctrine of unclean hands. The Defendants repeated failures to fix the Plaintiffs problems bars them from recovering equitable indemnity.

It is so ordered.

This 12 day of December, 2011.


Jon L. Austen, Arbitrator

PRATT-THOMAS WALKER
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
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P.O. DRAWER 22247
CHARLESTON, SC 29413-2247
(843) 727-2200

ARBITRATION - JLA
J. PAUL DETRICK, ESQUIRE
PATRICK M. HIGGINS, ESQUIRE
KEVIN HALL, ESQUIRE
CHARLESTON SC 29403
USA

PAGE 1
12/14/2011
FILE NO. 7312-110E
INVOICE NO. 65829

THOMAS V. GULF STREAM COACH, INC., ET AL

Each party is responsible for **\$2,279.32**, which is 1/3 of invoice total

		HOURS	
11/16/2011	JLA Review correspondence e-mail Pat Higgins	0.10	
	JLA Review correspondence e-mail Paul Detrick	0.10	
	JLA Prepare e-mail all	0.10	
	JLA Review correspondence e-mail Kevin Hall	0.10	
	JLA Review correspondence Paul Detrick	0.10	
11/18/2011	JLA Review correspondence e-mail of Kevin Hall	0.20	
	JLA Conference with parties to discuss status	0.50	
12/05/2011	JLA Appear at arbitration	7.00	
12/06/2011	JLA Appear at arbitration hearing	6.50	
12/07/2011	JLA Travel to Thomas residence to inspect RV	0.50	
	JLA Review motor home	0.40	
	JLA Travel from Thomas residence	0.50	
12/08/2011	JLA Prepare arbitration award	2.00	
12/12/2011	JLA Review correspondence materials from Defendant Boat N RV	0.30	
	JLA Prepare changes to arbitration order	1.80	
	JLA Letter to attorneys with final bill and award	0.30	
	TOTAL LEGAL SERVICES RENDERED	20.50	6,662.50

TIMEKEEPER SUMMARY		
TIMEKEEPER	HOURS	HOURLY RATE
JON L. AUSTEN	20.50	\$325.00
		TOTAL
		\$6,662.50

12/05/2011	MEAL EXPENSE - RISING HIGH - ARBITRATION LUNCH	81.98
12/07/2011	MEAL EXPENSE - RISING HIGH	93.47

ARBITRATION - JLA

THOMAS V. GULF STREAM COACH, INC., ET AL

PAGE 2
12/14/2011
FILE NO. 7312-110E
INVOICE NO. 65829

TOTAL ADVANCES	<u>175.45</u>
TOTAL SERVICE AND EXPENSE	6,837.95
BALANCE DUE	<u>\$6,837.95</u>

TO ASSURE PROPER CREDIT -- PLEASE INDICATE
FILE NO. ON YOUR PAYMENT
FEDERAL IDENTIFICATION NO. 57-0692224

0012

16 CHARLOTTE STREET
CHARLESTON, SC 29403

PO DRAWER 22247
CHARLESTON, SC 29413-2247

PHONE: 843.727.2200
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DIRECT DIAL: 843-727-2210

E. DOUGLAS PRATT-THOMAS

G. TRENHOLM WALKER

W. ANDREW GOWDER, JR.

JON L. AUSTEN

LINDSAY K. SMITH-YANCEY (SC, NC)

THOMAS H. HESSE (SC, GA)

IAN W. FREEMAN (SC, CA)

DANIEL S. McQUEENEY, JR.

KATHLEEN FOWLER MONOC

December 14, 2011

Margaret Bostick
Jasper County Clerk of Court
P.O. Box 248
Ridgeland, SC 29936

Re: Thomas v. Gulf Stream Coach, Inc., et al
2008-CP-27-695
Our File No.: 7312-110

Dear Ms. Bostick:

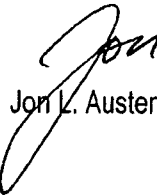
Enclosed please find an original, along with one copy of the Proof of ADR in the above-referenced case. Please file the original and return the clocked copy to my attention.

By copy of this letter with its enclosures, I am forwarding a copy of the same upon all parties.

Thank you for your attention and assistance with this matter.

With kindest regards, I am

Sincerely,



Jon L. Austen

JLA/lfc

enc.

cc: J. Paul Detrick, Esquire
✓Patrick M. Higgins, Esquire
Kevin Hall, Esquire
Matthew V. Creech, Esquire
John L. Duffy, III, Esquire

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)
)
RALPH THOMAS AND NANCY)
THOMAS,)
Plaintiff,)
)
vs.)
)
GULF STREAM COACH, INC. AND)
RIDGELAND RECREATIONAL)
VEHICLES, INC. D/B/A BOAT N RV)
MEGA STORE,)
Defendant.)
)

IN THE COURT OF COMMON PLEAS

PROOF OF ADR OR EXEMPTION

FILE NO.: 2008-CP-27-695

(An original and copy of this form is to be completed and filed with the Office of the Clerk of Court and a copy forwarded to the attorneys for the parties within 10 days of the conclusion of ADR, or within 300 days of the filing date of the action, whichever is earlier.)

PURSUANT to the Court's Standing Order for Alternative Dispute Resolution dated _____

- A. _____ I certify that this case is exempt from ADR for the following reason and the parties wish to exercise that exemption:

Plaintiff/Attorney for Plaintiff

Defendant/Attorney for Defendant

Print Name

Print Name

Phone/Fax

Date: _____

Phone/Fax

- B. ☒ 1. Alternative Dispute Resolution (ADR) was conducted in the form of:

Binding Arbitration

(Note: If binding arbitration has been chosen by the parties but not yet completed, an appropriate order of dismissal must be attached hereto.)

2. The neutral(s) was/were: (Name of arbitrator/mediator):

Jon Austen

3. The ADR was conducted on Dec 5-7, 2001

SCADR 104A (5/2007)

4. As a result of ADR, this case should be considered (please check one);

(☒) ~~Fully Settled:~~ Arbitration decision rendered.

() by Consent Judgment, to be filed by _____

or () Voluntary Dismissal to be filed by _____

() Partially Settled.

() At an Impasse.

() In need of further ADR I ☐ am ☐ am not willing to continue as a neutral. I recommend that ADR resume as of _____

5. Plaintiff ☒ was present ☐ was not present
Defendant ☒ was present ☐ was not present

6. Other participants were:

☒ Lawyer for Defendant _____
☒ Lawyer for Plaintiff _____
____ Representative for Insurance Carrier _____
____ Guardian *ad Litem* _____
____ Experts _____
____ Others _____

7. Choice of the neutral was by:

☒ Stipulation
☐ Court Order

8. The total number of hours spent in ADR was: 15 hours.

9. Further comments of the neutral: I am unaware of the appellate rights for this matter, but the arbitration decision has been rendered.

Jon L. Anders

PROFESSIONAL ASSOCIATION

16 CHARLOTTE STREET
CHARLESTON, SC 29403

PO DRAWER 22247
CHARLESTON, SC 29413-2247

PHONE: 843.727.2200
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E-MAIL: JLA@P-TW.COM
DIRECT DIAL: 843-727-2210

December 14, 2011

E. DOUGLAS PRATT-THOMAS

G. TRENHOLM WALKER

W. ANDREW GOWDER, JR.

JON L. AUSTEN

LINDSAY K. SMITH-YANCEY (SC, NC)

THOMAS H. HESSE (SC, GA)

IAN W. FREEMAN (SC, CA)

DANIEL S. McQUEENEY, JR.

KATHLEEN FOWLER MONOC

J. Paul Detrick, Esquire
Peters Murdaugh Parker Eltzroth
& Detrick
P.O. Box 457
Hampton, SC 29924

Patrick M. Higgins, Esquire
Howell, Gibson & Hughes, PA
P.O. Box 40
Beaufort, SC 29901

Kevin Hall, Esquire
Hall & Bowers, LLC
P.O. Box 12107
Columbia, SC 29211

Re: Thomas v. Gulf Stream Coach, Inc., et al
Our File No.: 7312-110

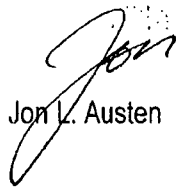
Dear Counsel:

Enclosed please find a copy of my arbitration award. I want to thank all of you for your hard work and patience in this matter. While I'm sure some of you are disappointed, I want to assure you that I did what I thought was fair.

Enclosed please find a copy of my bill for services. I'd ask that each of you pay 1/3 of the bill directly to my law firm. **Your share of the bill is \$2,279.32.** Please give me a call if you have any questions.

With kindest regards, I remain,

PRATT-THOMAS WALKER, P.A.


Jon L. Austen

JLA/lfc
enc.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	C/A No.: 2008-CP-27-695
	)	
RALPH THOMAS AND NANCY	)	
THOMAS,	)	
	)	
Plaintiffs,	)	
	)	AMENDED ORDER OF THE ARBITRATOR
vs.	)	
	)	
GULF STREAM COACH, INC. AND	)	
RIDGELAND RECREATIONAL	)	
VEHICLES, INC. D/B/A BOAT N RV	)	
MEGA STORE,	)	
	)	
Defendants.	)	
	)	

The above captioned case appeared before me for an arbitration hearing on December 5 & 6, 2011. After reviewing the evidence, hearing the testimony, and inspecting the RV at issue, the case was concluded.

The Plaintiffs allege in their complaint that the Defendants breached the UCC implied warranties of merchantability and fitness for a particular purpose as well as the express warranties of the manufacturer. The Plaintiffs allegations for fraud were withdrawn, but they also assert claims under the S.C. Dealers Act and the S.C. Unfair Trade Practices Act. At the conclusion of the case the Plaintiffs also moved based upon the evidence presented to amend their complaint to include a claim for rescission of the contract. The amendment was granted without objection. The Defendants contend that the express warranties were waived under the UCC. Defendants further contend that they have not been given adequate opportunity to make repairs to the vehicle under their limited warranty provision in that they stand ready and willing to complete the required repairs.

I. Choice of Law Issues

As an initial matter, the parties disagree on the applicable law in this case. It is Plaintiffs position that South Carolina law applies to this case. The Defendants contend that New York law applies pursuant to the contract language signed by the parties. The dealer acted as an authorized agent for the manufacturer in the sale and provided a written warranty which was a part of the sales contract. A review of the sales contract which was a form contract provided by the dealer contains a clause stating that the contract is governed by the laws of the state of New York. The warranty that was provided by the dealer on behalf of the manufacturer contains a clause that provides that the applicable law is governed by the state of Indiana. This ambiguity clouds the contractual choice of law. Therefore, I find that the law of the state of South Carolina applies to this case.

II. Evidence and Facts

The testimony in this case is that shortly after purchasing the RV in April of 2008, the Plaintiffs had a list of problems with it and repeatedly demanded that their vehicle be repaired. Plaintiffs made several trips to Boat N RV Mega Store seeking repairs. Some of the items were repaired, but unfortunately the water leaks experienced by the Plaintiffs were not adequately addressed. The problem persisted despite repeated repair attempts. The leaks were so bad that the RV began to grow mushrooms inside of it.

In early July, Mr. Thomas contacted the Defendant Gulf Stream Coach Inc. about the ongoing water intrusion problem. He was initially instructed to take the vehicle back to Boat N RV Mega Store for repairs. He refused because Boat B RV Mega Store had repeatedly failed to

EXHIBIT A

**Motion / Application to Vacate Award and/or
in the alternative, to Correct, Modify or Amend**

satisfactorily repair the RV. Plaintiffs were then instructed to go to a North Carolina repair facility run by Bill Plemmons. Bill Plemmons was an authorized repair agent for Gulf Stream. The RV was in Plemmons' shop from early August until mid-October of 2008. The Plaintiff, Mr. Thomas, was informed by Plemmons dealership that they did all of the repairs that the manufacturer would allow under the warranty. Six months after the Plaintiffs purchased the RV, they picked it up from Bill Plemmons and returned home. Plaintiffs soon discovered that the water leaks were still occurring. An impressive video tape taken after the Plemmons repair showed the Plaintiffs vacuuming at least a gallon of water out of the carpet of the RV.

III. Application of the S.C. UCC

The Plaintiffs contend that the UCC warranties made at the time of the sale have been violated. The Defendants maintain that the UCC warranties were waived in a disclaimer, but that they should be given the opportunity to repair the RV under the limited warranty that was in place at the time of the sale.

A. Implied Warranty of Merchantability

South Carolina UCC law provides "to exclude or modify the implied warranty of merchantability or any part of it, the language must mention merchantability and in case of a writing must be conspicuous, and to exclude or modify any implied warranty of fitness the exclusion must be by a writing and conspicuous." S.C. Code Ann. Sec. 3-2-316(2). The question arises as to whether the waiver of the warranties was "conspicuous" under the UCC. In State Carolina "a term or clause is conspicuous when it is so written that a reasonable person against whom it is to operate ought to have noticed it. A printed heading in capitals (as 'NON NEGOTIABLE BILL OF LADING') is conspicuous language in the body of a form is conspicuous if it

is larger or other contrasting type or color... ." *Jones v. General Electric Co.*, 331 S.C. 351, 503 S.E.2d 173 (Ct. App. 1999).

In the form sales contract between Boat N RV Mega Store and the Plaintiffs, there are two clauses which seek to disclaim all warranties. One appears on page one next to an unchecked box. It appears the Defendants intended to check the box, but missed, putting two X's over top of the word "factory." The print is not enlarged type, not bold print, not underlined, not in a different color. The disclaimer is as a matter of law inconspicuous. On the back of the contract, under provision 11, a similar disclaimer appears. It is similarly inconspicuous. The Plaintiffs testified at the hearing that they were unaware that they had waived any of their warranties.

Under the UCC the Defendants attempt to waive the UCC warranties fails. I therefore find the seller, Boat N RV Mega Store and the manufacturer, Gulf Stream have not effectively disclaimed their warranties of implied merchantability and fitness for a particular purpose. I find the Plaintiffs RV to not meet the minimum standards required by the implied warranty of merchantability. The persistent leaks and continued deterioration of the motor carriage due to water renders it unacceptable under the implied warranty of merchantability. It is not of fair average quality within the description and not fit for the ordinary purposes for which RV's are used; therefore, I find a breach of the implied warranty of merchantability similarly, is not fit for the purpose for which it was intended and violates the implied warranty of fitness for a particular purpose.

B. Failure of the Essential Purpose Doctrine

Additionally, and even assuming *arguendo* that the Defendants' attempts to disclaim warranties were effective, the findings and conclusions herein would be appropriate under the UCC concepts of the failure of the essential purpose of remedies. Under the South Carolina UCC, parties to a contract may establish exclusive, limited written warranties and limitation of damages as a remedy for breach thereof. S.C. Code Ann. § 36-2-719 (1977). Section 36-2-719(1) of the Code provides that the agreement may limit the buyer's remedies to repair or replacement of nonconforming goods or parts, and if such remedy is expressly agreed to be exclusive, it is the sole remedy. Also, Section 36-2-719(3) states that consequential damages may be limited or excluded unless the limitation or exclusion is unconscionable.

Despite the exclusive remedy provisions in § 36-2-719, in certain circumstances a party may nonetheless be entitled to the general remedies of the UCC. Section 36-2-719(2) states that when circumstances cause an exclusive remedy to "fail of its essential purpose, remedy may be had as provided in this Act." The official comments under § 36-2-719 further provide that "under subsection (2), where an apparently fair and reasonable clause because of circumstances fails in its purpose or operates to deprive either party of the substantial value of the bargain, it must give way to the general remedy provisions of this Article." *Id.* § 36-2-719 comment 1.

The purpose of the exclusive remedy of replacement or repair of defective parts from the Defendants viewpoint was to give it an opportunity to make the RV conform with the contract while limiting the risks to which they were subject by excluding direct and consequential damages that might otherwise arise. From the Plaintiffs perspective, it was to insure that the RV would be operable, functional, and usable and if not, to insure the

Defendants would cure any defects within a reasonable time after they were discovered. "Where a seller [or manufacturer] is given a reasonable chance to correct defects and the equipment still fails to function properly, the buyer is deprived of the benefits of the limited remedy and it therefore fails of its essential purpose." *Bishop Logging Co. v. John Deere Indus. Equipment Co.*, 317 S.C. 520, 455 S.E.2d 183, 28 UCC Rep.Serv.2d 190 (Ct. App. 1995) (citing *Beal v. General Motors Corp.*, 354 F. Supp. 423, 426 (D.Del.1973); *S.M. Wilson & Co. v. Smith Int'l. Inc.*, 587 F.2d 1363 (9th Cir.1978); *Soo Line R.R. Co. v. Fruehauf Corp.*, 547 F.2d 1365 (8th Cir.1977); *Custom Automated Mach. v. Penda Corp.*, 537 F.Supp. 77 (N.D.Ill.1982); *Fargo Mach. & Tool Co. v. Kearney & Trecker Corp.*, 428 F. Supp. 364 (E.D.Mich.1977); *Volkswagon of Am., Inc. v. Harrell*, 431 So.2d 156 (Ala.1983); *Clark v. Int'l Harvester Co.*, 99 Idaho 326, 581 P.2d 784 (1978); *Givan v. Mack Truck, Inc.*, 569 S.W.2d 243 (Mo.App.1978); *Murray v. Holiday Rambler, Inc.*, 83 Wis.2d 406, 265 N.W.2d 513 (1978).

In these circumstances, § 36-2-719(2) permits the buyer to pursue the other remedies provided by the UCC if the defect substantially affects the value of the buyer's bargain. S.C. Code Ann. § 36-2-719 comment 1; see also *Clark v. Int'l Harvester Co.*, 99 Idaho 326, 581 P.2d 784, 798 (1978). In *Riley v. Ford Motor Co.*, 442 F.2d 670 (5th Cir.1971), the United States Fifth Circuit Court of Appeals held that under the circumstances of that case, which also involved a seller's express warranty limiting the buyer's recourse to the repair or replacement of defective parts, it was "unable to conclude that the jury was unjustified in its implicit finding that the warranty operated to deprive the purchaser 'of the substantial value of the bargain.' " Just as *Riley* concerned a seller's inability to remedy numerous major and minor defects within a reasonable time, in *Murray v. Holiday Rambler, Inc.*, 83 Wis.2d 406, 265 N.W.2d 513 (1978), it

was held that a warrantor's limited remedy to repair or replace defective parts failed in its essential purpose where the cumulative effect of a substantial number of defects substantially impaired the value of the goods to the buyer.

The evidence at arbitration was clear that Defendants Boat N RV Megastore and Gulf Stream did not effectively perform their obligation to repair the RV properly and within a reasonable time. The RV in its current condition is worthless to the Plaintiffs. As a result, the Plaintiffs have been clearly deprived of the substantial value of the RV they purchased. To the extent any limited warranty existed as between the Plaintiffs and the Defendants, I find that limited warranty failed in its essential purpose so as to deprive the Plaintiffs of the substantial value of the bargain. As a consequence, the Plaintiffs are entitled to the "other remedies" provided by the UCC, including consequential damages.

Section 36-2-714 sets forth the normal measure of direct damages for breach of warranty. The formula for calculating direct damages is the value of the goods as warranted less the value of the goods as accepted. *See, Ellison v. Heritage Dodge, Inc.*, 283 S.C. 21, 320 S.E.2d 716 (Ct.App.1984). In addition to the recovery of direct damages, § 36-2-714(3) also provides for the recovery of incidental and consequential damages. Incidental damages resulting from the sellers' breach include expenses reasonably incurred in inspection, receipt, transportation, and care and custody of goods rightfully rejected as well as expenses incident to effecting cover. *See* S.C. Code Ann. § 36-2-715(1). Consequential damages include:

(a) any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and

(b) injury to person or property proximately resulting from any breach of warranty.

S.C. Code Ann. § 36-2-715(2).

I find, based on the evidence presented, that the limited remedies asserted by the Defendants have failed of their essential purpose, and the Plaintiffs are entitled to consequential damages. Pursuant to the UCC, the failure of essential purpose operates against both the seller Boat N RV Mega Store and the manufacturer Gulf Stream.

IV. Rescission of Contract

The Plaintiffs sought rescission of their contract with the Defendants. I find that Plaintiffs, the dealer and manufacturer were all parties to the contract of sale. Gulfstream authorized their dealer, Boat N RV Mega Store, to issue the warranty which was a part of the contract of sale with the Plaintiffs. Rescission is allowed in South Carolina when a purchaser of a defective product demands rescission from the vendor within a reasonable time. In this case, the Defendants efforts to repair the RV were repeatedly unsuccessful. Boat N RV Mega Store's unsatisfactory repair work caused the Plaintiff to contact Gulf Stream directly. The Plaintiffs expressed their frustration with the leaking RV to Gulf Stream and asked to return it to Indiana in July of 2008. The manufacturer declined the request and made another attempt to repair the RV by using one of their factory authorized dealers. The dealership was unsuccessful and was notified again of the leaks to the RV. The Plaintiffs should not be penalized or limited in their ability to recover damages due to the fact that they retained the RV. *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 44, 61 S.E.2d 135, 146 (SC 2010). I find the Plaintiffs are entitled to rescission.

V. Award

I first find that the warranties of implied merchantability and fitness for a particular purpose have been violated. I find the Plaintiffs RV does not meet the minimum standards required by the implied warranty of merchantability and that the persistent leaks and continued deterioration of the motor carriage due to water renders it unacceptable under the implied warranty of merchantability. The RV is not of fair average quality within the description and not fit for the ordinary purposes for which RV's are used; therefore, I find a breach of the implied warranty of merchantability similarly, is not fit for the purpose for which it was intended and violates the implied warranty of fitness for a particular purpose.

Second, it is clear that the Plaintiffs are entitled to consequential damages as the limited remedies of repair or replacement failed of their essential purpose. The Defendants, both seller and manufacturer were given reasonable chances to correct defects and the RV still fails to function properly. I find the buyers, the Plaintiffs, have been deprived of the benefits of the limited remedy and the remedies therefore fail of their essential purpose. The Plaintiff testified that the condition of the RV rendered it unusable and of no value to the Plaintiff. Therefore, any limitations and exclusions on Defendants warranties are inapplicable and the full array of remedies provided, including recovery of consequential damages and incidental losses under S.C. Code Ann. §§ 36-2-714 and 2-715, are recoverable by the Plaintiffs.

Third, as addressed in Section IV, above, the Plaintiffs are entitled to rescission of the contract.

Therefore, it is ordered that the 2007 Gulf Stream Friendship G8 Series 8414 VIN # 4UZAB2DJL7CX98638 shall be returned and the title signed over to the Defendant Gulf Stream.

I further find the Plaintiffs are entitled to receive a refund of the purchase price and costs as set forth below:

- reimbursement of the entire Gulf Stream purchase price of \$266,383.00 (which includes the amount of payments Plaintiffs made plus the trade in value of their Coachman);
- taxes, \$4,259.30;
- insurance paid, \$5,259.30;
- electricity to maintain the condition of the RV, \$4,200.00;
- hotel bill in Rural Hall, North Carolina, \$117.25;
- replacement camper (bought to decrease loss of use), \$5,798.35;
- batteries, \$299.01; and,
- extended warranty \$7,450.00.

I find the Plaintiffs are entitled to a total of \$293,766.22. Furthermore, until such time as the title to the RV at issue is signed over to the Defendants, the Plaintiffs are entitled to any monthly payments made in the interim between this Order and the return of the Gulf Stream RV. I decline the Plaintiffs request for an award of attorney fees.

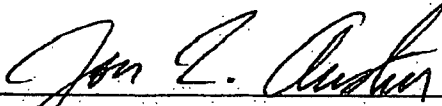
The Plaintiffs did not give notice of the rescission of the contract to Boat N RV Mega Store. Boat N RV Mega Store breached their UCC warranties to the Plaintiffs, but since there was no notice of rescission to them, they do not share in the rescission. Instead, I find that Boat N RV Mega Store caused the Plaintiffs to incur costs and to be unable to use their RV for the first five months that they owned it. After that time, another factory authorized dealer (Plemmons) failed to properly repair the RV. Under these circumstances I find the Boat N RV cannot be held legally responsible for a breach of warranties following June 2008, as it was never notified that problems remained with the RV. Any damages following June of 2008 would not have been foreseeable to Boat N RV and additional repairs were attempted by another Gulf Stream authorized agent. Accordingly, Boat N RV Mega Store shall pay \$18,000.00 of the Plaintiff's actual damages. Gulf Stream shall pay the remaining \$275,766.22 of the

Plaintiff's damages, which includes their actual damages, incidental damages and consequential damages. Gulf Stream, as the manufacturer, was in the best position to cure any defects with the RV, but its ongoing failure to adequately cure the defects and perform its warranty responsibilities caused the Plaintiffs to incur damages up to the date of this order.

I find that Gulf Stream shall bear the costs and expenses associated with the retrieval of the RV from the Plaintiff's property. I further find that it is equitable and appropriate for Gulf Stream to assume the Plaintiffs' monthly payments on the RV until this matter is finally resolved.

As to the cross claim of the Defendant Boat N RV Mega Store against Gulf Stream Coach Inc., I find no evidence of a contract which would provide for contractual indemnity between the Defendants. I further find the Defendant is barred from recovering under the theory of equitable indemnity under the doctrine of unclean hands. The Defendants repeated failures to fix the Plaintiffs problems bars them from recovering equitable indemnity.

IT IS SO ORDERED this 2 day of Feb., 2012, at Charleston, South Carolina.



Jon L. Austen
Arbitrator

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

Ralph Thomas and Nancy Thomas,

Plaintiffs,

vs.

Gulf Stream Coach, Inc., and Ridgeland
Recreational Vehicles, Inc., d/b/a Boat N
RV Megastore,

Defendants.

Civil Action No. 2008-CP-27-695

ORDER

2012 JUN 29 AM 9:29
CLERK OF COURT
JASPER COUNTY SC

Before the Court is a motion by Defendant Gulf Stream Coach, Inc., to vacate or modify the arbitrator's ruling in the above-referenced matter. Because the Court can only vacate or amend an arbitrator's decision in limited circumstances that are inapplicable here, the Court denies Gulf Stream's motion.

BACKGROUND

This case involves a Gulf Stream recreational vehicle that the Plaintiffs purchased from Defendant Boat N RV Megastore in June 2008. As found by the arbitrator, the Plaintiffs' vehicle had some issues that required repairs. The Plaintiffs initially took their vehicle to Boat N RV for these repairs, many of which Boat N RV remedied.

However, the vehicle had a persistent water-intrusion problem. The evidence showed that multiple authorized dealers of Gulf Stream vehicles—including Boat N RV and a North Carolina dealership run by Bill Plemmons—attempted to repair the water-intrusion issue, but that none were successful. The evidence showed that Boat N RV was unaware of any water-intrusion issue with the Plaintiffs' vehicle after June 2008, when Boat N RV believed it had successfully fixed the issue. After that point, the Plaintiffs

SCANNED

contacted Gulf Stream—the vehicle’s manufacturer—directly about the problem, and in July 2008, the Plaintiffs contacted Gulf Stream and attempted to revoke their purchase of the vehicle. Gulf Stream rejected that revocation and, instead, directed the Plaintiffs to take the vehicle to the Plemmons dealership for repairs. The evidence showed that the Plemmons dealership was an authorized repair agent for Gulf Stream. The vehicle remained with the Plemmons dealership from August until October 2008, at which point the Plaintiffs picked it up and returned home.

Upon returning to South Carolina, the Plaintiffs discovered that their Gulf Stream coach still leaked even after the Plemmons dealership’s repairs. The Plaintiffs testified that personnel at the Plemmons dealership indicated that they made all of the repairs that Gulf Stream had authorized that dealership to make.

The Plaintiffs filed suit against both Boat N RV and Gulf Stream for damages associated with their vehicle. The parties agreed to arbitrate the matter before Jon L. Austen, Esquire. After hearing testimony, inspecting the vehicle, and considering the arguments of counsel, the arbitrator found that neither Boat N RV nor Gulf Stream had properly performed under their respective warranties, nor had either effectively limited their warranties due to a misplaced “X” on the sales contract that described the manufacturer’s warranty.

The arbitrator then apportioned damages between the defendants based on their respective levels of involvement with attempting to repair the vehicle. Finding that “[a]ny damages following June of 2008 would not have been foreseeable to Boat N RV,” and that “Gulf Stream, as the manufacturer, was in the best position to cure any defects with the RV,” the arbitrator found that Boat N RV could only be held liable for a portion

of the Plaintiffs' damages, which the arbitrator determined to be \$18,000.00. Relying on the South Carolina Uniform Commercial Code, as well as his general equitable powers, the arbitrator found Gulf Stream liable for \$275,766.22 in damages and ordered Gulf Stream to "assume the Plaintiffs' monthly payments on the RV until this matter is finally resolved," to take possession of the vehicle, and to bear the costs associated with retrieving it from the Plaintiffs' property.

Gulf Stream filed a motion with this Court to vacate or amend the arbitrator's ruling pursuant to South Carolina Code §§ 15-48-130 and -140. On June 13, 2012, the Court held a hearing on Gulf Stream's motion. All parties were represented by counsel. After consideration of the governing law, the written submissions, and all arguments of counsel, the Court denies Gulf Stream's motion.

DISCUSSION

I. Vacating an Arbitrator's Award

The South Carolina Uniform Arbitration Act restricts the instances in which a court may vacate or modify a final order by an arbitrator. Under South Carolina Code § 15-48-130, the Court can vacate an arbitrator's award only if:

1. "The award was procured by corruption, fraud or other undue means";
2. "There was evident partiality by an arbitrator appointed as a neutral or corruption in any of the arbitrators or misconduct prejudicing the rights of any party";
3. "The arbitrators exceeded their powers";
4. "The arbitrators refused to postpone the hearing upon sufficient cause being shown therefor or refused to hear evidence material to the controversy or otherwise so conducted the hearing, contrary to the provisions of Section 15-48-50, as to prejudice substantially the rights of a party"; or

5. "There was no arbitration agreement and the issue was not adversely determined in proceedings under Section 15-48-20 and the party did not participate in the arbitration hearing without raising the objection."

Id. § 15-48-130(a).

None of the grounds for vacating the arbitrator's decision are present here. Gulf Stream has not argued that the arbitrator was corrupted or partial, or that the award was procured by fraud. Gulf Stream has not argued that the arbitrator improperly refused to postpone a hearing or to consider evidence in such a manner that Gulf Stream's rights were substantially prejudiced. And Gulf Stream has not argued that the arbitration proceedings were improper because the parties never agreed to arbitrate their dispute.

At most, Gulf Stream has argued that the arbitrator exceeded his authority because, in Gulf Stream's view, he misapplied the law. But misapplication of the law, even if such occurred here, does not give the Court a basis for vacating the arbitrator's ruling. The Court of Appeals recently explained that a court may only vacate an arbitrator's ruling based on a legal error when the arbitrator exhibits a "manifest disregard of the law." *C-Sculptures, LLC v. Brown*, 394 S.C. 519, 523, 716 S.E.2d 678, 680 (Ct. App. 2011). This high standard is only met under the following circumstance:

Manifest disregard of the law occurs when the arbitrator knew of a governing legal principle yet refused to apply it, and the law disregarded was well-defined, explicit, and clearly applicable to the case. The focus is on the conduct of the arbitrator and presupposes something beyond a mere error in construing or applying the law. An arbitrator manifestly disregards the law when he or she appreciates the existence of a clearly governing legal principle and decides to ignore it.

Id.

Gulf Stream argued they were not a signatory to the contract and therefore, was not bound by it and there was no consideration exchanged between Gulf Stream and the Plaintiff. Gulf Stream has not presented the Court with any evidence to suggest that the arbitrator consciously ignored law that is "well-defined, explicit, and clearly applicable"

to these facts. Ultimately, Gulf Stream disagrees with the arbitrator's application of law to the facts as he found them, but the Court does not have any authority to vacate the arbitrator's ruling absent proof that the arbitrator knowingly disregarded the controlling law. Because Gulf Stream has not presented any such proof, the Court denies Gulf Stream's motion to vacate the arbitrator's ruling. Even if the arbitrator could be shown to have knowingly disregarded the controlling law, under the two issue rule, the arbitrator award survives. The Arbitrator based the decision both on U.C.C. provision and his inherent equitable powers.

III. Modifying the Arbitrator's Award

The Court's authority to modify or amend an arbitrator's award is similarly limited. South Carolina Code § 15-48-140 authorizes the Court to amend an award in only three circumstances:

1. The award contains an "evident miscalculation of figures or an evident mistake in the description of any person, thing or property";
2. The award addresses an issue not presented to the arbitrator, and that issue may be removed from the award "without affecting the merits of the decision upon the issues submitted"; or
3. "The award is imperfect in a matter of form, not affecting the merits of the controversy."

Id. § 15-48-140(a). None of these circumstances are raised in Gulf Stream's motion.

Gulf Stream's motion to amend goes beyond the correction of miscalculations, removal of issues that were not properly before the arbitrator, or correcting the form of the arbitrator's award. It seeks to undo or amend the award on its merits, which is beyond the Court's limited authority under the South Carolina Uniform Arbitration Act.

Accordingly, the Court denies Gulf Stream's motion to amend the arbitrator's ruling.

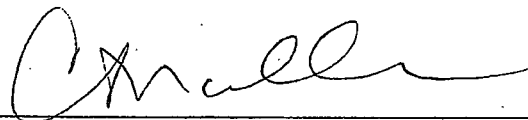
III. Confirmation of the Arbitrator's Award

South Carolina Code § 15-48-140(b) directs the Court to "confirm the award as made" if the Court denies a motion to amend an arbitrator's ruling. Because the Court denies Gulf Stream's motion to vacate or amend, the arbitrator's ruling of February 2, 2012 is hereby confirmed.

CONCLUSION

For the reasons stated above, the Court denies Gulf Stream's Petition to Vacate, Correct and/or Modify Award and confirms the arbitrator's award of February 2, 2012.

AND IT IS SO ORDERED.



The Honorable Carmen T. Mullen
Chief Administrative Judge
Fourteenth Judicial Circuit

6/26, 2012
Ridgeland, South Carolina

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2008 CP-27-695

RALPH THOMAS AND

GULF STREAM COACH, INC AND

NANCY THOMAS

RIDGELAND RECREATIONAL VEHICLES, INC.
D/B/A BOAT N RV MEGASTORE

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Gulf Stream Coach	Attorney for : ☐ Plaintiff	☒ Defendant
	or ☐ Self-Represented Litigant	

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

Defendant, Gulf Stream's motion for reconsideration is respectfully denied without rehearing.

INFORMATION FOR THE JUDGMENT INDEX

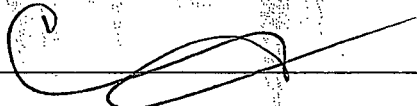
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge



2142

Judge Code

10/8/12

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)


CLERK OF COURT

Court Reporter:

WOMBLE
CARLYLE
SANDRIDGE
& RICE
A LIMITED LIABILITY
PARTNERSHIP

1727 Hampton Street
Columbia, SC 29201

Telephone: (803) 454-6504
Fax: (803) 454-6509
www.wcsr.com

Direct Dial: 803-454-7730
Direct Fax: 803-381-9130
E-mail: Todd.Carroll@wcsr.com

September 19, 2012

The Honorable Carmen T. Mullen
c/o Allison C. Coppage
P.O. Drawer 1128
Beaufort, SC 29901

*Deny
w/out a
hearing*

RE: Ralph Thomas and Nancy Thomas vs. Gulf Stream Coach, Inc., and Ridgeland Recreational Vehicles, Inc., d/b/a Boat N RV Megastore
Civil Action No. 2008-CP-27-695

Dear Judge Mullen:

Enclosed please find Boat-N-RV's Brief in Opposition to Gulf Stream's Motion for Reconsideration. If you need anything else, please let us know.

Thank you.

Sincerely,



M. Todd Carroll
Attorney

MTC/tm
Enclosure
cc: Jason Franklin Ward
Matthew Creech
John L. Duffy III
The Honorable Margaret Bostick

2012 OCT 12 AM 9:52
JASPER COUNTY SC
CLERK OF COURT

STATE OF SOUTH CAROLINA)
COUNTY OF JASPER)

IN THE COURT OF COMMON PLEAS
C/A No. 07-CP-27- 1295

RALPH THOMAS AND)
NANCY THOMAS,)

Plaintiffs,)

v.)

GULF STREAM COACH, INC., AND)
RIDGELAND RECREATIONAL)
VEHICLES, INC. d/b/a BOAT N RV)
MEGA STORE,)

Defendants.)

COMPLAINT
(Jury Action)

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CAROLINA
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The plaintiff alleges:

- #1 Q
1. The Plaintiff's are citizens and residents of the State of South Carolina.
 2. The Defendant Gulf Stream Coach, Inc. is a corporation organized and existing

under the laws of a State other than South Carolina.

3. The Defendant Ridgeland Recreational Vehicles, Inc. is a South Carolina Corporation and does business in Jasper County, South Carolina as Boat N RV Mega Store.

4. On or about April 9, 2008, the Plaintiff's purchased a new 2007 Friendship G-8 Body Style 8114 Vehicle Identification No. 4UZAB2DJ17CX98638 from the Defendant Ridgeland Recreational Vehicles, Inc. d/b/a Boat N RV Mega Store in Jasper County, South Carolina; the vehicle was manufactured and sold to the dealer by the Defendant Gulf Stream Coach, Inc.; at the time the Plaintiff's purchased the vehicle, the Defendants warranted by expressed and implied warranties that the vehicle was free from defects in materials and workmanship and fit for the purpose for which it was purchased.

5. During the normal use of the vehicle it developed various problems that included water leaks and mushroom growth as well as various other problems; upon information and belief the defects were present at the time the Plaintiff's purchased the vehicle; the Defendants

have failed to correct these defects after numerous attempts; as a result of the defects the warranties and the vehicle have failed of their essential purposes.

42
6. That by reason of the Defendants breach of its expressed and implied warranties, the Plaintiff's have lost the use of the vehicle, the vehicle has depreciated significantly in value and the Plaintiff's have incurred expenses in seeking to have the vehicle repaired.

WHEREFORE, the Plaintiff's pray for judgment in their favor, actual damages, attorneys fees, interest, and the cost of this action.

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK

BY: 
J. Paul Detrick, Esquire
101 Mulberry Street East
Post Office Box 457
Hampton, SC 29924
(803) 943-2111

- and -

John L. Duffy, III, Esquire
O'Neill & Phipps, LLC
260 West Coleman Blvd.
Suite A
Mt. Pleasant, SC 29464
(843) 884-9494

ATTORNEYS FOR PLAINTIFFS

Hampton, South Carolina
November 6, 2008

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF JASPER)

IN THE COURT OF COMMON PLEAS

RALPH THOMAS and NANCY)
THOMAS,)
PLAINTIFFS,)

C/A NO.: 2008-CP-27-695

VS.)

ANSWER OF DEFENDANT
GULF STREAM COACH, INC.

GULF STREAM COACH, INC., and)
RIDGELAND RECREATIONAL)
VEHICLES, INC. d/b/a BOAT)
N RV MEGA STORE,)
DEFENDANTS.)

Without waiving its rights to be heard pursuant to Rule 12, South Carolina Rules of Civil Procedure, which defenses and relevant motions are noted herein, Defendant Gulf Stream Coach, Inc. ("Gulf Stream") answers the Plaintiff's Complaint as follows:

FOR A FIRST DEFENSE

1. All allegations not hereinafter specifically admitted are denied and strict proof of same is demanded.
2. Defendant Gulf Stream lacks sufficient information to admit or deny the allegations contained in Paragraph 1 of Plaintiffs' Complaint and on that basis denies same demanding strict proof thereof.
3. Defendant Gulf Stream admits the allegations contained in Paragraph 2 of Plaintiffs' Complaint.
4. Defendant Gulf Stream admits the allegations contained in Paragraph 3 of Plaintiffs' Complaint upon information and belief.
5. Defendant Gulf Stream admits only so much of the several allegations

(Udu) - 1

contained improperly in a single Paragraph numbered 4 as follows: (a) Plaintiffs purchased a 2007 Friendship recreational vehicle from Defendant Ridgeland Recreational Vehicles with VIN # 4U3AB2DJ17CX98635 on or about April 9, 2008; (b) Defendant Gulf Stream manufactured the recreational vehicle; and (c) Defendant Gulf Stream offered a express Limited Warranty to Plaintiffs. All remaining and/or inconsistent allegations contained in Paragraph 4 of Plaintiffs' Complaint are denied and strict proof thereof is demanded.

6. Defendant Gulf Stream lacks sufficient information to admit or deny the several and improper allegations contained singularly in Paragraph 5 of Plaintiffs' Complaint and on that basis deny same demanding strict proof thereof.

7. Defendant Gulf Stream denies the allegations contained in Paragraph 6 of Plaintiffs' Complaint.

8. Defendant Gulf Stream denies the allegations, if any, contained in the WHEREFORE Clause of Plaintiffs' Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

9. Defendant Gulf Stream realleges the preceding Defense as fully as if repeated verbatim.

10. Plaintiffs' Complaint fails to state facts sufficient to allege a cause of action against Defendant Gulf Stream or upon which relief can or should be granted. As such, Plaintiffs' Complaint should be dismissed pursuant to Rule 12(b)(6).

FOR A THIRD DEFENSE

11. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

(u) -2

12. Plaintiffs' claims are limited and governed by the provisions of Defendant Gulf Stream's Limited Warranty, including, but not limited to, the choice of Indiana law, the notice requirements, exclusions and limitations of the Limited Warranty, and the obligations of the retail owner as well as the provisions of the Gulf Stream Subsequent Owner Warranty Registration.

FOR A FOURTH DEFENSE

13. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

14. To the extent the problems with the motor home, if any, of which Plaintiffs complain were caused in whole or in part by Plaintiffs' own abuse, misuse, lack of maintenance, negligence and/or failure to follow instructions contained in the Gulf Stream Owner's Manual, and/or any other manual relating to the motor home, Defendant Gulf Stream has no liability for such problems.

FOR A FIFTH DEFENSE

15. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

16. To the extent the problems complained of by Plaintiffs, if any, were wholly or partially the result of actions of third parties over whom Defendant Gulf Stream has no control, whether or not parties to this action, Defendant Gulf Stream has no liability for any such problems.

FOR A SIXTH DEFENSE

17. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

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18. Plaintiffs' claims are barred in whole or in part by the exclusions of warranties contained in the above-referenced Limited Warranty as well as by applicable provisions of law. Likewise, Plaintiffs' claims are barred in whole or in part by the limitations of remedies contained in the above-referenced Limited Warranty and by applicable law.

FOR A SEVENTH DEFENSE

19. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

20. To the extent Plaintiffs' claims are or may be subject to the doctrines of accord and satisfaction, laches or waiver, such claims are barred.

FOR AN EIGHTH DEFENSE

21. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

22. To the extent Gulf Stream and/or third parties have already made, at their own expense, the repairs the Plaintiffs claimed were needed for the motor home, no additional relief or remedy for any alleged problems with the motor home can be had.

FOR A NINTH DEFENSE

23. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

24. There exists no privity in the purchase of the motor home in question between the Plaintiffs and Defendant Gulf Stream, and therefore, pursuant to applicable law and to the extent Plaintiff is deemed to allege any claim for which privity is an essential element, including, but not limited to, any claim for rescission, revocation,

breach of contract or of implied warranties, Plaintiffs have failed to state a cause of action against Defendant Gulf Stream upon which relief can be predicated inasmuch as no such privity existed as between Plaintiffs and Defendant Gulf Stream.

FOR A TENTH DEFENSE

25. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

26. Plaintiffs had an opportunity to inspect the motor home or, in the exercise of reasonable care, should have inspected the motor home and therefore accepted the motor home in the condition in which they obtained it, and Plaintiffs are barred from pursuing any remedies herein.

FOR AN ELEVENTH DEFENSE

27. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

28. Plaintiffs' claims are barred to the extent they have or will receive compensation therefore from any source in accordance with the Indiana Collateral Source Statute or any other applicable law.

FOR A TWELFTH DEFENSE

29. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

30. To the extent the Plaintiffs failed to rely upon any alleged warranties regarding any selection, purchase and/or use of the motor home in question, the Plaintiffs are barred from bringing any action thereon.

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FOR A THIRTEENTH DEFENSE

31. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

32. To the extent that the Plaintiffs failed, in regard to the matters in question, to comply with the Uniform Commercial Code as adopted by the State of Indiana or any other state deemed applicable, including, but not limited to, the failure to allow Gulf Stream to exercise any right to cure any alleged defect, the Plaintiffs are barred and prevented from seeing damages therefore. To the extent Defendant Gulf Stream had no obligation, be it statutory, common law or contract, to cure any alleged defect, the Plaintiffs should be barred from any recovery for any claim relating thereto.

FOR A FOURTEENTH DEFENSE

33. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

34. Plaintiffs' use and/or acceptance of the motor home in question bars the relief requested by the Plaintiffs.

FOR A FIFTEENTH DEFENSE

35. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

36. To the extent Plaintiffs seek equitable relief, they are barred from having any such issues tried by a jury.

FOR A SIXTEENTH DEFENSE

37. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

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38. Indiana law is the law of the case, and any claim for relief in the Plaintiffs' Complaint which is inconsistent with or otherwise barred by Indiana law, including, but not limited to, any claim brought under the laws of any state other than the State of Indiana, is barred as against Defendant Gulf Stream.

FOR A SEVENTEENTH DEFENSE

39. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

40. To the extent the Plaintiffs failed to mitigate their damages, Plaintiffs' claims must be barred.

FOR AN EIGHTEENTH DEFENSE

41. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

42. To the extent Plaintiffs have refused any offer by Defendant Gulf Stream to perform any obligations under any warranty and/or has otherwise failed to provide Defendant Gulf Stream a reasonable opportunity to cure any alleged defect in the motor home, then Plaintiffs' claims are barred.

FOR A NINETEENTH DEFENSE

43. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

44. Any injuries sustained by the Plaintiff were due to and caused by the intervening and superseding acts of negligence, carelessness, recklessness, and gross negligence on the part of third persons as a proximate cause of injuries as alleged, if any, and, therefore, Defendant Gulf Stream should not be liable to the Plaintiff in any sum

(udw) -7

whatsoever.

FOR A TWENTIETH DEFENSE

45. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

46. Defendant Gulf Stream's one year warranty is still in effect, and Defendant Gulf Stream provided warranty service to Plaintiffs during the time of the warranty.

FOR A TWENTY-FIRST DEFENSE AND MOTION TO DISMISS

47. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

48. Defendant Gulf Stream moves to dismiss Plaintiffs' action based upon the exclusive jurisdiction language contained in the Limited Warranty upon which the Plaintiffs' base their claims against Defendant Gulf Stream.

FOR A TWENTY-SECOND DEFENSE

49. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

50. Defendant Gulf Stream reserves the right to amend the Answer to include affirmative and other defenses, counterclaims, third-party complaints, cross-claims and claims not stated herein, upon discovery or confirmation of the existence of same during the discovery process, to reflect information obtained and/or confirmed during the discovery process.

WHEREFORE, Defendant Gulf Stream, having answered Plaintiffs' Complaint, prays for the following relief:

(u)-8

- (a) That the Court inquire into the claims and defenses of this matter;
- (b) That Plaintiffs' Complaint be dismissed with prejudice;
- (c) That Defendant be awarded attorneys fees and costs; and
- (d) For such other and further relief as this Court sees just and proper.

Respectfully submitted,

CAUTHEN LAW FIRM, LLC


Kathleen Devereaux Cauthen
Post Office Box 611
Blythewood, SC 29016
(803) 754-5124
(803) 740-4974 (f)
kcauthen@cauthenlawfirm.com

ATTORNEYS FOR DEFENDANT
GULF STREAM COACH, INC.

Blythewood, South Carolina
January 21, 2009.



COPY

STATE OF SOUTH CAROLINA)
COUNTY OF JASPER)

IN THE COURT OF COMMON PLEAS

RALPH THOMAS and NANCY)
THOMAS,)

C/A NO.: 2008-CP-27-695

PLAINTIFFS,)

VS.)

CERTIFICATE OF SERVICE

GULF STREAM COACH, INC., and)
RIDGELAND RECREATIONAL)
VEHICLES, INC. d/b/a BOAT)
N RV MEGA STORE,)

DEFENDANTS.)

The undersigned does hereby certify that the following named individual(s) were served with a copy of the pleading(s) indicated below by mailing a copy of same to said person(s) in the United States Postal Service, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

COUNSEL SERVED:

J. Paul Detrick, Esquire
PETERS, MURDAUGH, PARKER, ELTROTH & DETRICK
Post Office Box 457
Hampton, SC 29924-0457

John L. Duffy, III, Esquire
O'NEIL & PHILLIPS, LLC
260 West Coleman Blvd.
Suite A
Mt. Pleasant, SC 29464

Michael D. Freeman, Esquire
GRIFFITH, SADLER & SHARP, P.A.
Post Office Drawer 570
Beaufort, SC 29901-0570

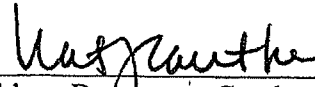
(Handwritten signature)

PLEADINGS:

- Answer of Defendant Gulf Stream Coach, Inc.

Respectfully submitted,

CAUTHEN LAW FIRM, LLC



Kathleen Devoreaux Cauthen
Post Office Box 611
Blythewood, SC 29016
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(803) 740-4974
kcauthen@cauthenlawfirm.com
www.cauthenlawfirm.com

ATTORNEYS FOR DEFENDANT
GULF STREAM COACH, INC.

Blythewood, South Carolina
January 22, 2009.



COPY

STATE OF SOUTH CAROLINA)
COUNTY OF JASPER)

IN THE COURT OF COMMON PLEAS

RALPH THOMAS and NANCY)
THOMAS,)
PLAINTIFFS,)

C/A NO.: 2008-CP-27-695

VS.)

AMENDED ANSWER OF DEFENDANT
GULF STREAM COACH, INC.

GULF STREAM COACH, INC., and)
RIDGELAND RECREATIONAL)
VEHICLES, INC. d/b/a BOAT)
N RV MEGA STORE,)
DEFENDANTS.)

FILED
CLERK OF COURT
JASPER COUNTY, S.C.
SEP 26 10:07 AM
2008

Without waiving its rights to be heard pursuant to Rule 12, South Carolina Rules of Civil Procedure, which defenses and relevant motions are noted herein, Defendant Gulf Stream Coach, Inc. ("Gulf Stream") amends its Answer the Plaintiff's Complaint as follows:

FOR A FIRST DEFENSE

1. All allegations not hereinafter specifically admitted are denied and strict proof of same is demanded.
2. Defendant Gulf Stream lacks sufficient information to admit or deny the allegations contained in Paragraph 1 of Plaintiffs' Complaint and on that basis denies same demanding strict proof thereof.
3. Defendant Gulf Stream admits the allegations contained in Paragraph 2 of Plaintiffs' Complaint.
4. Defendant Gulf Stream admits the allegations contained in Paragraph 3 of Plaintiffs' Complaint upon information and belief.

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5. Defendant Gulf Stream admits only so much of the several allegations contained improperly in a single Paragraph numbered 4 as follows: (a) Plaintiffs purchased a 2007 Friendship recreational vehicle from Defendant Ridgeland Recreational Vehicles with VIN # 4U3AB2DJ17CX98635 on or about April 9, 2008; (b) Defendant Gulf Stream manufactured the recreational vehicle; and (c) Defendant Gulf Stream offered a express Limited Warranty to Plaintiffs. All remaining and/or inconsistent allegations contained in Paragraph 4 of Plaintiffs' Complaint are denied and strict proof thereof is demanded.

6. Defendant Gulf Stream lacks sufficient information to admit or deny the several and improper allegations contained singularly in Paragraph 5 of Plaintiffs' Complaint and on that basis deny same demanding strict proof thereof.

7. Defendant Gulf Stream denies the allegations contained in Paragraph 6 of Plaintiffs' Complaint.

8. Defendant Gulf Stream denies the allegations, if any, contained in the WHEREFORE Clause of Plaintiffs' Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

9. Defendant Gulf Stream realleges the preceding Defense as fully as if repeated verbatim.

10. Plaintiffs' Complaint fails to state facts sufficient to allege a cause of action against Defendant Gulf Stream or upon which relief can or should be granted. As such, Plaintiffs' Complaint should be dismissed pursuant to Rule 12(b)(6).

FOR A THIRD DEFENSE

11. Defendant Gulf Stream realleges the preceding Defenses as fully as if

repeated verbatim.

12. Plaintiffs' claims are limited, and governed by the provisions of Defendant Gulf Stream's Limited Warranty, including, but not limited to, the choice of Indiana law, the notice requirements, exclusions and limitations of the Limited Warranty, and the obligations of the retail owner as well as the provisions of the Gulf Stream Subsequent Owner Warranty Registration.

FOR A FOURTH DEFENSE

13. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

14. To the extent that any alleged problem with the motor home, if any, of which Plaintiffs complain were caused in whole or in part by Plaintiffs' own abuse, misuse, lack of maintenance, negligence and/or failure to follow instructions contained in the Gulf Stream Owner's Manual, and/or any other guidelines or manual for the chassis or other component parts relating to the motor home, Defendant Gulf Stream has no liability for such problems.

FOR A FIFTH DEFENSE

15. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

16. To the extent the alleged problems complained of by Plaintiffs, if any, were wholly or partially the result of actions of third parties over whom Defendant Gulf Stream has no control, whether or not parties to this action, Defendant Gulf Stream has no liability for any such problems.

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FOR A SIXTH DEFENSE

17. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

18. Plaintiffs' claims are barred in whole or in part by the exclusions of warranties contained in the above-referenced Limited Warranty as well as by applicable provisions of law. Likewise, Plaintiffs' claims are barred in whole or in part by the limitations of remedies contained in the above-referenced Limited Warranty and by applicable law.

FOR A SEVENTH DEFENSE

19. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

20. To the extent Plaintiffs' claims are or may be subject to the doctrines of accord and satisfaction, laches or waiver, such claims are barred.

FOR AN EIGHTH DEFENSE

21. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

22. To the extent Gulf Stream and/or third parties have already made, at their own expense, the repairs the Plaintiffs claimed were needed for the motor home, no additional relief or remedy for any alleged problems with the motor home can be had.

FOR A NINTH DEFENSE

23. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

24. There exists no privity in the purchase of the motor home in question

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between the Plaintiffs and Defendant Gulf Stream, and therefore, pursuant to applicable law and to the extent Plaintiff is deemed to allege any claim for which privity is an essential element, including, but not limited to, any claim for rescission, revocation, breach of contract or of implied warranties, Plaintiffs have failed to state a cause of action against Defendant Gulf Stream upon which relief can be predicated inasmuch as no such privity existed as between Plaintiffs and Defendant Gulf Stream.

FOR A TENTH DEFENSE

25. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

26. Plaintiffs had an opportunity to inspect the motor home or, in the exercise of reasonable care, should have inspected the motor home and therefore accepted the motor home in the condition in which they obtained it, and Plaintiffs are barred from pursuing any remedies herein.

FOR AN ELEVENTH DEFENSE

27. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

28. Plaintiffs' claims are barred to the extent they have or will receive compensation therefore from any source in accordance with the Indiana Collateral Source Statute or any other applicable law.

FOR A TWELFTH DEFENSE

29. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

30. To the extent the Plaintiffs failed to rely upon any alleged warranties

regarding any selection, purchase and/or use of the motor home in question, the Plaintiffs are barred from bringing any action thereon.

FOR A THIRTEENTH DEFENSE

31. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

32. To the extent that the Plaintiffs failed, in regard to the matters in question, to comply with the Uniform Commercial Code as adopted by the State of Indiana or any other state deemed applicable, including, but not limited to, the failure to allow Gulf Stream to exercise any right to cure any alleged defect, the Plaintiffs are barred and prevented from seeing damages therefore. To the extent Defendant Gulf Stream had no obligation, be it statutory, common law or contract, to cure any alleged defect, the Plaintiffs should be barred from any recovery for any claim relating thereto.

FOR A FOURTEENTH DEFENSE

33. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

34. Plaintiffs' use and/or acceptance of the motor home in question bars the relief requested by the Plaintiffs.

FOR A FIFTEENTH DEFENSE

35. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

36. To the extent Plaintiffs seek equitable relief, they are barred from having any such issues tried by a jury.

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FOR A SIXTEENTH DEFENSE

37. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

38. Indiana law is the law of the case, and any claim for relief in the Plaintiffs' Complaint which is inconsistent with or otherwise barred by Indiana law, including, but not limited to, any claim brought under the laws of any state other than the State of Indiana, is barred as against Defendant Gulf Stream.

FOR A SEVENTEENTH DEFENSE

39. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

40. To the extent the Plaintiffs failed to mitigate their damages, Plaintiffs' claims must be barred.

FOR AN EIGHTEENTH DEFENSE

41. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

42. To the extent Plaintiffs have refused any offer by Defendant Gulf Stream to perform any obligations under any warranty and/or has otherwise failed to provide Defendant Gulf Stream a reasonable opportunity to cure any alleged defect in the motor home, then Plaintiffs' claims are barred.

FOR A NINETEENTH DEFENSE

43. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

44. Any injuries sustained by the Plaintiff were due to and caused by the

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intervening and superseding acts of negligence, carelessness, recklessness, and gross negligence on the part of third persons as a proximate cause of injuries as alleged, if any, and, therefore, Defendant Gulf Stream should not be liable to the Plaintiff in any sum whatsoever.

FOR A TWENTIETH DEFENSE

45. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

46. Defendant Gulf Stream's limited warranty continues to be in effect as of the filing date of this Amended Answer, and Defendant Gulf Stream provided warranty service to Plaintiffs during the effective warranty term.

FOR A TWENTY-FIRST DEFENSE AND MOTION TO DISMISS

47. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

48. Defendant Gulf Stream moves to dismiss Plaintiffs' action based upon the exclusive jurisdiction language contained in the Limited Warranty upon which the Plaintiffs' base their claims against Defendant Gulf Stream.

FOR A TWENTY-SECOND DEFENSE

49. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

50. Defendant Gulf Stream reserves the right to amend the Answer to include affirmative and other defenses, counterclaims, third-party complaints, cross-claims and claims not stated herein, upon discovery or confirmation of the existence of same during the discovery process, to reflect information obtained and/or confirmed during the

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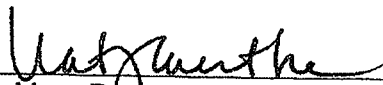
discovery process.

WHEREFORE, Defendant Gulf Stream, having answered Plaintiffs' Complaint, prays for the following relief:

- (a) That the Court inquire into the claims and defenses of this matter;
- (b) That Plaintiffs' Complaint be dismissed with prejudice;
- (c) That Defendant be awarded attorneys fees and costs; and
- (d) For such other and further relief as this Court sees just and proper.

Respectfully submitted,

CAUTHEN LAW FIRM, LLC


Kathleen Devereaux Cauthen
Post Office Box 611
Blythewood, SC 29016
(803) 754-5124
(803) 740-4974 (f)
kcauthen@cauthenlawfirm.com

ATTORNEYS FOR DEFENDANT
GULF STREAM COACH, INC.

Blythewood, South Carolina
January 26, 2009.

-9

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

RALPH THOMAS and NANCY THOMAS,

Plaintiffs,

v.

GULF STREAM COACHES, INC., and
RIDGELAND RECREATIONAL
VEHICLES, INC. d/b/a BOAT N RV
MEGA STORE,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A No.: 2008-CP-27-0695

**Plaintiffs' Notice of Motion and Motion to
Amend Complaint Pursuant to Rule 15**

TO: MICHAEL D. FREEMAN, ESQUIRE, ATTORNEY FOR DEFENDANT RIDGELAND
RECREATIONAL VEHICLES, INC., d/b/a BOAT N RV MEGA STORE, and KATHLEEN D.
CAUTHEN, ESQUIRE, ATTORNEY FOR DEFENDANT GULF COACHES, INC.:

NOW COME the Plaintiffs, by and through their undersigned counsel, who move this Honorable Court, pursuant to Rule 15, SCRCP, for an Order granting Plaintiffs leave to Amend their Complaint in this matter to assert causes of action for fraud, violation of the South Carolina Unfair Trade Practices Act, and misrepresentation against the Defendant Ridgeland Recreational Vehicles, inc., d/b/a Boat N RV Mega Store's (hereinafter, "BNRV"). This formal, written motion is made to conform to the oral motion made before the Honorable Carmen T. Mullen during oral arguments of their Rule 60(b) Motion in Jasper County on May 1, 2009.

The grounds for the motion are that Plaintiffs received information which upon information and belief, entitle them to the investigation of the above causes of action based upon the Defendant BNRV's failure to properly seal the vehicle which was purchased by the Plaintiffs. (Plaintiff incorporates by reference their previous Motion for Relief from Judgment pursuant to Rule 60(b), SCRCP and the affidavit attached thereto). In so moving, Plaintiffs

incorporate and rely upon those arguments advance during the presentation of their oral motion on May 1, 2009, and to the extent entertained by the Court, may provide further affidavits and/or memoranda in support of their motion, in reliance upon the statutory and common law of South Carolina.

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P.A.

 5/18/09
J. Paul Detrick
Matthew V. Creech
101 Mulberry Street East
Post Office Box 457
Hampton, South Carolina 29924
(803) 943-2111

-- and --

John L. Duffy, III, Esquire
O'Neill & Phipps, LLC
260 West Coleman Blvd., Suite A
Mt. Pleasant, SC 29464
(843) 884-9494

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

Ralph Thomas and Nancy Thomas

☒ Plaintiff

v.

Gulf Stream Coaches, Inc., and Ridgeland
Recreational Vehicles, Inc., d/b/a Boat N RV Mega
Store

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2008-CP-27-0695

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:

Matthew V. Creech, Bar No. 74072

Address:

Post Office Box 2500

Ridgeland, SC 29936

phone: 843-726-6131 fax: 843-726-6057

e-mail: other:

Defendant's Attorney:

Kathleen D. Cauthen, Bar No.

Address:

PO Box 611

Blythewood, SC 29016

phone: (803) 754-5124 fax: (803) 740-4974

e-mail: other:

and

Michael D. Freeman, Esquire

PO Drawer 570

Beaufort, SC 29901-0570

phone: (843) 521-4242 fax: (843) 521-4247:

☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: Notice of Motion and motion to Amend Pursuant to Rule 15, SRCP

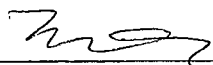
Estimated Time Needed: 10 Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☒ Plaintiff / ☐ Defendant

5-18-09
Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: 25.00**

☐ **EXEMPT:** ☐ Rule to Show Cause in Child or Spousal Support

(check reason) ☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached
order.

☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

0061

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF JASPER)

C/A No.: 2008-CP-27-0695

RALPH THOMAS and NANCY THOMAS,)

Plaintiffs,)

Amended Complaint

v.)

GULF STREAM COACHES, INC., and)
RIDGELAND RECREATIONAL)
VEHICLES, INC. d/b/a BOAT N RV)
MEGA STORE,)

Defendants.)

2009 NOV -6 PM 1:50
FILED
MARGARET BOSTICK
CLERK OF COURT
JASPER COUNTY SC

The plaintiff alleges and would show as follows:

1. The Plaintiff's are citizens and residents of the State of South Carolina.
2. The Defendant Gulf Stream Coach, Inc. is a corporation organized and existing under the laws of a State other than South Carolina.
3. The Defendant Ridgeland Recreational Vehicles, Inc. is a South Carolina Corporation and does business in Jasper County, South Carolina as Boat N RV Mega Store.
4. On or about April 9, 2008, the Plaintiff's purchased a new 2007 Friendship G-8 Body Style 8114 Vehicle Identification No. 4UZAB2DJ17CX98638 from the Defendant Ridgeland Recreational Vehicles, Inc. d/b/a Boat N RV Mega Store in Jasper County, South Carolina; the vehicle was manufactured and sold to the dealer by the Defendant Gulf Stream Coach, Inc.; at the time the Plaintiff's purchased the vehicle, the Defendants warranted by expressed and implied warranties that the vehicle was free from defects in materials and workmanship and fit for the purpose for which it was purchased.

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5. During the normal use of the vehicle it developed various problems that included water leaks and mushroom growth as well as various other problems; upon information and belief the defects were present at the time the Plaintiffs purchased the vehicle; the Defendants have failed to correct these defects after numerous attempts; as a result of the defects the warranties and the vehicle have failed of their essential purposes.

6. That by reason of the Defendants breach of its expressed and implied warranties, the Plaintiff's have lost the use of the vehicle, the vehicle has depreciated significantly in value and the Plaintiff's have incurred expenses in seeking to have the vehicle repaired as well as incurred other actual, consequential damages.

7. Furthermore, on information and belief, Defendant BNRV and/or its agents had knowledge of the defects complained of at the time of the sale of this vehicle and such defects were not disclosed to the Plaintiffs, who, by way of inspection, could not have known of these defects. Upon information and belief, the Defendant BNRV concealed and failed to disclose these defects to the Plaintiffs and such concealment and/or failure to disclose the known defects of the vehicle constitute deception, fraud, misrepresentation and/or negligence.

8. Furthermore, in the event BNRV did not have actual knowledge of the various defects of the vehicle, BNRV should have, through the exercise of reasonable diligence and inspection, discovered the existence of the vehicle's various defects.

9. Furthermore, on information and belief, Defendant BNRV failed to take such steps of inspecting, maintaining, repairing, sealing, or otherwise protecting the RV at issue in the manner of a reasonable business or consistent with reasonable business/sales practices.

**South Carolina Unfair Trade Practices Act
(S.C. Code Ann. § 39-5-10, *et seq.*)
as to Defendant BNRV**

10. The preceding allegations are hereby realleged and incorporated herein as if appearing here verbatim.

11. Based upon the actions of the Defendant BNRV as described above and as the evidence will show, Defendant BNRV engaged in unfair and/or deceptive acts in the conduct of trade or commerce.

MJC
#7
12. The unfair and deceptive acts and trade practices of BNRV are capable of repetition, have been repeated, are ongoing and continuous, such practices have an adverse impact on the public interest, and are in violation of the South Carolina Unfair Trade Practices Act ("UTPA"), S.C. Code Ann. §39-5-10, *et seq.* (1976, as amended).

13. As a direct result of the deceptive and unfair acts and trade practices of Defendant BNRV the Plaintiff has suffered actual, ascertainable damages and is entitled to an award of actual damages, attorney's fees, and costs pursuant to the UTPA.

14. Given the intentional, willful, and knowing nature of the conduct of the Defendant BNRV, Plaintiffs are also entitled to an award of treble damages pursuant to the UTPA.

15. As a result of the Defendant BNRV's willful, knowing, deliberate and intentional acts, the Plaintiff is entitled to actual and treble damages and attorneys fees in an amount to be determined by the trier of fact.

**South Carolina Regulation of Manufacturers, Distributors, and Dealers Act
(S.C. Code Ann. § 56-15-10, *et seq.*)
as to Defendant BNRV**

16. The preceding allegations are hereby realleged and incorporated herein as if appearing here verbatim.

17. Based upon the actions of the Defendant BNRV as described above and as the evidence will show, Defendant BNRV engaged in unfair and/or deceptive acts in the conduct of trade or commerce as subject to the South Carolina Manufacturers, Distributors and Dealers Act.

18. Defendant BNRV is subject to the act through its acts, omissions and representations, as well as that of its agents.

19. The concealment of defects known to Defendant BNRV at the time of the sale of the subject vehicle rises to the level of fraud and/or deceit which is the subject of the Act and furthermore, such misrepresentations and concealment were made knowingly and with reckless disregard for the truthfulness or falsity of such statements made to the purchaser.

20. The concealment and misrepresentation of known defects in the course of the sale at issue and the actions described herein were performed and undertaken maliciously.

21. As a result of these acts and omissions by BNRV, Plaintiff have been injured and suffered damages to be determined by a trier of fact, to include, pursuant to Section 56-15-110, the award of attorneys fees and the doubling of damages, and to the extent the actions rise to the level of malice, the award of punitive damages not to exceed three times actual damages.

Fraud and Misrepresentation as to BNRV

22. The preceding allegations are hereby realleged and incorporated herein as if appearing here verbatim.

23. Based upon the actions of the Defendant BNRV as described above and as the evidence will show, Defendant BNRV engaged in fraud in the inducement of a contract.

24. The Defendants made false representations which were material to the contract of sale for the subject vehicle with knowledge of its falsity or reckless disregard of its truth or

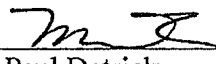
falsity, with the intent that the representations be acted upon, the Plaintiffs' ignorance of its falsity, the Plaintiffs' reliance on its truth, and the Plaintiff's right to rely thereon.

25. All such representations were made with knowledge of the Plaintiff's consequent and proximate injuries and damages.

26. As a result of the fraudulent misrepresentations made by the Defendant BNRV the Plaintiffs has suffered actual, consequential, and punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, the Plaintiff's pray for judgment in their favor, actual damages, attorneys fees, interest, punitive damages, doubling and trebling of damages allowed by statute, the cost of this action, and such further relief as the Court deems appropriate.

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P.A.


J. Paul Detrick
Matthew V. Creech
101 Mulberry Street East
Post Office Box 457
Hampton, South Carolina 29924\
(803) 943-2111

-- and --

John L. Duffy, III, Esquire
O'Neill & Phipps, LLC
260 West Coleman Blvd., Suite A
Mt. Pleasant, SC 29464
(843) 884-9494

Oct 26
July 23, 2009
Ridgeland, South Carolina
Beaufort

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF JASPER)

IN THE COURT OF COMMON PLEAS

RALPH THOMAS and NANCY)
THOMAS,)

C/A NO.: 2008-CP-27-695

PLAINTIFFS,)

VS.)

ANSWER OF DEFENDANT
GULF STREAM COACH, INC.
TO AMENDED COMPLAINT

GULF STREAM COACH, INC., and)
RIDGELAND RECREATIONAL)
VEHICLES, INC. d/b/a BOAT)
N RV MEGA STORE,)

DEFENDANTS.)

2009 NOV 23 AM 10:00
MARGARET BOSTICK
CLERK OF COURT
JASPER COUNTY

FILED

Without waiving its rights to be heard pursuant to Rule 12, South Carolina Rules of Civil Procedure, which defenses and relevant motions are noted herein, Defendant Gulf Stream Coach, Inc. ("Gulf Stream") answers the Plaintiff's Amended Complaint as follows:

FOR A FIRST DEFENSE

1. All allegations not hereinafter specifically admitted are denied and strict proof of same is demanded.
2. Defendant Gulf Stream lacks sufficient information to admit or deny the allegations contained in Paragraph 1 of Plaintiffs' Amended Complaint and on that basis denies same demanding strict proof thereof.
3. Defendant Gulf Stream admits the allegations contained in Paragraph 2 of Plaintiffs' Amended Complaint.
4. Defendant Gulf Stream admits the allegations contained in Paragraph 3 of Plaintiffs' Amended Complaint upon information and belief.

[Handwritten signature]

5. Defendant Gulf Stream admits only so much of the several allegations contained improperly in a single Paragraph numbered 4 as follows: (a) Plaintiffs purchased a 2007 Friendship recreational vehicle from Defendant Ridgeland Recreational Vehicles with VIN # 4U3AB2DJ17CX98635 on or about April 9, 2008; (b) Defendant Gulf Stream manufactured the recreational vehicle; and (c) Defendant Gulf Stream offered a express limited warranty to Plaintiffs. All remaining and/or inconsistent allegations contained in Paragraph 4 of Plaintiffs' Amended Complaint ARE denied and strict proof thereof is demanded.

6. Defendant Gulf Stream lacks sufficient information to admit or deny the several and improper allegations contained singularly in Paragraph 5 of Plaintiffs' Amended Complaint and on that basis deny same demanding strict proof thereof.

7. Defendant Gulf Stream denies the allegations contained in Paragraph 6 of Plaintiffs' Amended Complaint.

8. Defendant Gulf Stream lack sufficient information to admit or deny the allegations contained in Paragraphs 8 - 26 of Plaintiffs' Amended Complaint and on that basis deny same demanding strict proof thereof.

9. Defendant Gulf Stream denies the allegations, if any, contained in the WHEREFORE Clause of Plaintiffs' Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

10. Defendant Gulf Stream realleges the preceding Defense as fully as if repeated verbatim.

11. Plaintiffs' Amended Complaint fails to state facts sufficient to allege a cause of action against Defendant Gulf Stream or upon which relief can or should be

granted. As such, Plaintiffs' Amended Complaint should be dismissed pursuant to Rule 12(b)(6).

FOR A THIRD DEFENSE

12. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

13. Plaintiffs' claims are limited and governed by the provisions of Defendant Gulf Stream's Limited Warranty, including but not limited to, the choice of Indiana law, the notice requirements, exclusions and limitations of the Limited Warranty, and the obligations of the retail owner as well as the provisions of the Gulf Stream Subsequent Owner Warranty Registration.

FOR A FOURTH DEFENSE

14. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

15. To the extent the problems with the motor home, if any, of which Plaintiffs complain were caused in whole or in part by Plaintiffs' or others' abuse, misuse, lack of maintenance, negligence and/or failure to follow instructions contained in the Gulf Stream Owner's Manual, and/or any other manual relating to the motor home, Defendant Gulf Stream has no liability for such problems.

FOR A SIXTH DEFENSE

16. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

17. To the extent the problems complained of by Plaintiffs, if any, were wholly or partially the result of actions of third parties over whom Defendant Gulf

Stream has no control, whether or not parties to this action, Defendant Gulf Stream has no liability for any such problems.

FOR A SEVENTH DEFENSE

18. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

19. Plaintiffs' claims are barred in whole or in part by the exclusions of warranties contained in the above-referenced Limited Warranty as well as by applicable provisions of law. Likewise, Plaintiffs' claims are barred in whole or in part by the limitations of remedies contained in the above-referenced Limited Warranty and by applicable law.

FOR AN EIGHTH DEFENSE

20. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

21. To the extent Plaintiffs' claims are or may be subject to the doctrines of accord and satisfaction, laches or waiver, such claims are barred.

FOR A NINTH DEFENSE

22. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

23. To the extent Gulf Stream and/or third parties have already made, at their own expense, the repairs the Plaintiffs claimed were needed for the motor home, no additional relief or remedy for any alleged problems with the motor home can be had.

FOR A TENTH DEFENSE

24. Defendant Gulf Stream realleges the preceding Defenses as fully as if

repeated verbatim.

25. There exists no privity in the purchase of the motor home in question between the Plaintiffs and Defendant Gulf Stream, and therefore, pursuant to applicable law and to the extent Plaintiff is deemed to allege any claim for which privity is an essential element, including, but not limited to, any claim for rescission, revocation, breach of contract or of implied warranties, Plaintiffs have failed to state a cause of action against Defendant Gulf Stream upon which relief can be predicated inasmuch as no such privity existed as between Plaintiffs and Defendant Gulf Stream.

FOR AN ELEVENTH DEFENSE

26. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

27. Plaintiffs had an opportunity to inspect the motor home or, in the exercise of reasonable care, should have inspected the motor home and therefore accepted the motor home in the condition in which they obtained it, and Plaintiffs are barred from pursuing any remedies herein.

FOR A TWELFTH DEFENSE

28. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

29. Plaintiffs' claims are barred to the extent they have or will receive compensation therefor from any source in accordance with the Indiana Collateral Source Statute or any other applicable law.

FOR A THIRTEENTH DEFENSE

30. Defendant Gulf Stream realleges the preceding Defenses as fully as if

repeated verbatim.

31. To the extent the Plaintiffs failed to rely upon any alleged warranties regarding any selection, purchase and/or use of the motor home in question, the Plaintiffs are barred from bringing any action thereon.

FOR A FOURTEENTH DEFENSE

32. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

33. To the extent that the Plaintiffs failed, in regard to the matters in question, to comply with the Uniform Commercial Code as adopted by the State of Indiana or any other state deemed applicable, including, but not limited to, the failure to allow Gulf Stream to exercise any right to cure any alleged defect, the Plaintiffs are barred and prevented from seeing damages therefore. To the extent Defendant Gulf Stream had no obligation, be it statutory, common law or contract, to cure any alleged defect, the Plaintiff should be barred from any recovery for any claim relating thereto.

FOR A FIFTEENTH DEFENSE

34. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

35. Plaintiffs' use and/or acceptance of the motor home in question bars the relief requested by the Plaintiffs.

FOR A SIXTEENTH DEFENSE

36. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

37. To the extent Plaintiffs delayed in any attempt to revoke and/or rescind

their acceptance beyond a reasonable time period and, alternately, to the extent they utilized the motor home in question after attempting to reject the motor home and/or revoke and/or rescind their acceptance, such constitutes a waiver of any claim by the Plaintiffs for rejection and/or revocation of acceptance and/or rescission.

FOR A SEVENTEENTH DEFENSE

38. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

39. To the extent Plaintiffs seek equitable relief, they are barred from having any such issues tried by a jury.

FOR AN EIGHTEENTH DEFENSE

40. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

41. Indiana law is the law of the case, and any claim for relief in the Plaintiffs' Amended Complaint which is inconsistent with or otherwise barred by Indiana law, including, but not limited to, any claim brought under the laws of any state other than the State of Indiana, is barred as against Defendant Gulf Stream.

FOR A NINETEENTH DEFENSE

42. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

43. To the extent the Plaintiffs failed to mitigate their damages, Plaintiffs' claims must be barred.

FOR A TWENTIETH DEFENSE

44. Defendant Gulf Stream realleges the preceding Defenses as fully as if

repeated verbatim.

45. To the extent Plaintiffs have refused any offer by Defendant Gulf Stream to perform any obligations under any warranty and/or has otherwise failed to provide Defendant Gulf Stream a reasonable opportunity to cure any alleged defect in the motor home, then Plaintiffs' claims are barred.

FOR A TWENTY-FIRST DEFENSE

46. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

47. Even if Defendant Gulf Stream was negligent in any respect, which is expressly denied, and such conduct operated as a proximate cause of Plaintiffs' damages, if any, which is expressly denied, Defendant Gulf Stream alleges the Plaintiffs' and other third parties' negligent, grossly negligent, reckless, willful and wanton conduct contributed more than fifty percent (50%) to the cause of the claims, and therefore, Plaintiffs' claims are barred.

FOR A TWENTY-SECOND DEFENSE

48. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

49. Even if Defendant Gulf Stream was negligent in any respect, which is expressly denied, and even if such conduct on the part of the Defendant operated as a greater than fifty percent (50%) cause of Plaintiff's injuries, if any, which is also denied, Defendant Gulf Stream is entitled to a determination as to the percentage which Plaintiffs' or third parties' negligent, grossly negligent, reckless, willful and wanton conduct contributed to Plaintiffs' damages, if any, and to a reduction of any amount awarded to the Plaintiffs by an

amount equal to the percentage of Plaintiffs' own negligence or that of others.

FOR A TWENTY-THIRD DEFENSE

50. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

51. Any injuries sustained by the Plaintiff were due to and caused by the intervening and superseding acts of negligence, carelessness, recklessness, and gross negligence on the part of third persons as a proximate cause of injuries as alleged, if any, and, therefore, Defendant Gulf Stream should not be liable to the Plaintiffs in any sum whatsoever.

FOR A TWENTY-FOURTH DEFENSE

52. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

53. Such damages as the Plaintiffs allegedly sustained, if any, were caused by the Plaintiffs' assumption of a known risk, and Defendant Gulf Stream pleads Plaintiffs' assumption of a known risk as a complete defense to this action against it.

FOR A TWENTY-FIFTH DEFENSE

54. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

55. At the time of the filing of the original Complaint, Defendant Gulf Stream's one year warranty is still in effect, and Defendant Gulf Stream provided warranty service to Plaintiffs during the time of the warranty.

FOR A TWENTY-SIXTH DEFENSE AND MOTION TO DISMISS

56. Defendant Gulf Stream realleges the preceding Defenses as fully as if

repeated verbatim.

57. Defendant Gulf Stream moves to dismiss Plaintiffs' action based upon the exclusive jurisdiction language contained in the Limited Warranty upon which the Plaintiffs' base their claims against Defendant Gulf Stream.

FOR A TWENTY-SEVENTH DEFENSE

58. Defendant Gulf Stream realleges the preceding Defenses as fully as if repeated verbatim.

59. Defendant Gulf Stream reserves the right to amend the Answer to include affirmative and other defenses, counterclaims, third-party complaints, cross-claims and claims not stated herein, upon discovery or confirmation of the existence of same during the discovery process, to reflect information obtained and/or confirmed during the discovery process.

WHEREFORE, Defendant Gulf Stream, having answered Plaintiffs' Amended Complaint, prays for the following relief:

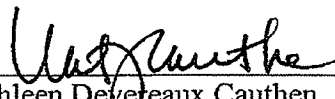
- (a) That the Court inquire into the claims and defenses of this matter;
- (b) That Plaintiffs' Amended Complaint be dismissed with prejudice;
- (c) That Defendant be awarded attorneys fees and costs; and
- (d) For such other and further relief as this Court sees just and proper.

[SIGNATURE PAGE TO FOLLOW]

 10

Respectfully submitted,

CAUTHEN LAW FIRM, LLC



Kathleen Devereaux Cauthen

Post Office Box 611

Blythewood, SC 29016

(803) 419-2096

(803) 736-4036 (f)

kcauthen@cauthenlawfirm.com

ATTORNEYS FOR DEFENDANT
GULF STREAM COACH, INC.

Blythewood, South Carolina
November 18, 2009.

IN ARBITRATION

Ralph Thomas and Nancy Thomas,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	<u>ANSWER AND CROSS-CLAIM OF</u>
	)	<u>DEFENDANT BOAT N RV</u>
	)	<u>MEGASTORE</u>
Gulf Stream Coach, Inc., and Ridgeland	)	
Recreational Vehicles, Inc., d/b/a Boat N	)	
RV Megastore,	)	
	)	
Defendants.	)	
	)	

Defendant Ridgeland Recreational Vehicles, Inc., d/b/a Boat N RV Megastore, reserving all rights and defenses and waiving none of them, answers the Plaintiffs' Amended Complaint as follows:

FOR A FIRST DEFENSE
(General Denial)

1. Each and every allegation of the Amended Complaint is denied unless hereinafter admitted, qualified, or explained.
2. Boat N RV is without sufficient information to form a belief as to the truth or falsity of the allegations of Paragraphs 1 and 2 and hereby demands strict proof thereof.
3. Boat N RV admits the allegations of Paragraph 3.
4. Responding to the allegations of Paragraph 4, Boat N RV admits that the Plaintiffs purchased a recreational vehicle from Boat N RV that was manufactured by Defendant Gulf Stream Coach, Inc. To the extent the allegations of Paragraph 4 are inconsistent with this, they are denied, and Boat N RV demands strict proof thereof. Boat N RV further denies all allegations in this paragraph regarding any representations that were made to the Plaintiffs, including with respect to warranty issues, and demands strict proof thereof.

5. Boat N RV denies the allegations of Paragraphs 5, 6, 7, 8, and 9 and demands strict proof thereof.

6. Responding to the allegations of Paragraph 10, Boat N RV incorporates and re-alleges all of its responses in the preceding paragraphs.

7. Boat N RV denies the allegations of Paragraphs 11, 12, 13, 14, and 15 and demands strict proof thereof.

8. Responding to the allegations of Paragraph 16, Boat N RV incorporates and re-alleges all of its responses in the preceding paragraphs.

9. Boat N RV denies the allegations of Paragraphs 17, 18, 19, 20, and 21 and demands strict proof thereof.

10. Responding to the allegations of Paragraph 22, Boat N RV incorporates and re-alleges all of its responses in the preceding paragraphs.

11. Boat N RV denies the allegations of Paragraphs 23, 24, 25, and 26 and demands strict proof thereof.

12. Boat N RV denies the allegations of the paragraph beginning with the word "Wherefore" and demands strict proof thereof.

FOR A SECOND DEFENSE
(Failure to State a Claim)

13. Boat N RV would show that the allegations of the Amended Complaint fail to state facts sufficient to support a cause of action under South Carolina law and, therefore, should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE
(Waiver, Release, and Estoppel)

14. The Plaintiffs' claims should be barred due to waiver, release, and estoppel.

FOR A FOURTH DEFENSE
(Failure to Plead With Particularity)

15. The Plaintiffs' claim for fraud should be dismissed for failure to be pled with particularity, as required by Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A FIFTH DEFENSE
(Intervening Third Party)

16. The Plaintiffs' claims should be dismissed due to the contributory negligence of or alteration of the recreational vehicle in dispute by an intervening third party.

FOR A SIXTH DEFENSE
(No Public Impact)

17. The Plaintiffs' claim for a violation of the South Carolina Unfair Trade Practices Act should be dismissed due to the lack of a public impact.

FOR A SEVENTH DEFENSE
(No Unfair or Deceptive Act)

18. The Plaintiffs' claims for violation of the South Carolina Unfair Trade Practices Act and the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act should be dismissed due to the lack of any unfair or deceptive act.

FOR AN EIGHTH DEFENSE
(Performance of Contract)

19. Boat N RV would show that it has at all times performed in accordance with all applicable contracts and laws and, therefore, the Plaintiffs' claims should be dismissed.

FOR A NINTH DEFENSE
(Performance of Filed Obligations)

20. Boat N RV would show that it performed all of its duties under any obligations filed by Defendant Gulf Stream Coach, Inc., with the South Carolina Department of Motor Vehicles.

FOR A TENTH DEFENSE
(Manufacturing Defects)

21. Any alleged defects associated with the recreational vehicle in dispute are the result of errors or omissions by the manufacturer and, therefore, Boat N RV cannot be liable for any such alleged defects.

FOR AN ELEVENTH DEFENSE
(Failure to Mitigate Damages)

22. Boat N RV would show that the Plaintiffs have failed to mitigate their damages and, therefore, should be barred from recovery.

FOR A TWELFTH DEFENSE
(South Carolina Law Inapplicable)

23. Boat N RV would show that the parties' relationship is governed by the law of the State of New York and, therefore, the Plaintiffs' statutory claims necessarily fail.

FOR A FIRST CROSS-CLAIM AGAINST GULF STREAM COACH, INC.
(Indemnification)

24. Boat N RV hereby realleges all preceding paragraphs as if fully set forth herein.

25. Defendant Gulf Stream Coach, Inc., manufactured the recreational vehicle in dispute. Boat N RV obtained the recreational vehicle in dispute from Gulf Stream Coach and then resold it to the Plaintiffs. In that intervening period, Boat N RV did not do anything to the recreational vehicle in dispute to cause any of the defects alleged in the vehicle by the Plaintiffs.

26. Any costs, fees, expenses, and damages incurred by Boat N RV in this matter are the result of Gulf Stream Coach's acts or omissions in manufacturing the recreational vehicle in dispute.

27. Gulf Stream Coach has a contractual and/or equitable obligation to indemnify Boat N RV for any costs, fees, expenses, and damages incurred in connection with this litigation.

28. The Arbitrator should find Gulf Stream Coach liable to Boat N RV for all costs, fees, expenses, and damages incurred by Boat N RV in this matter.

ADDITIONAL CROSS-CLAIMS AND COUNTERCLAIMS RESERVED

29. Pursuant to Rules 13(f) and 13(g) of the South Carolina Rules of Civil Procedure, Boat N RV hereby reserves its right to amend or supplement its cross-claims or counterclaims as the facts discovered may warrant.

WHEREFORE, having fully answered the Amended Complaint, Boat N RV prays that the Amended Complaint be dismissed with prejudice, that Gulf Stream Coach, Inc. be held liable to indemnify Boat N RV for all costs, fees, expenses, and damages incurred in connection with this litigation, and for such other and further relief as the Arbitrator may deem just and proper.

Respectfully submitted,

HALL & BOWERS, LLC

By: /s/ M. Todd Carroll
Kevin A. Hall
M. Todd Carroll
1727 Hampton Street
Columbia, SC 29201
(803) 464-6504

Attorneys for Defendant Boat N RV Megastore

Columbia, South Carolina
November 22, 2011

PROOF OF SERVICE

I, the undersigned Attorney of the law offices of Hall & Bowers, LLC, attorneys for Boat N RV Megastore, do hereby certify that I have served the below parties in this action with a copy of the pleading(s) hereinbelow specified by sending a copy of the same by electronic mail to the following address(es):

PLEADING: ANSWER AND CROSS-CLAIM OF DEFENDANT BOAT N RV MEGASTORE

PARTIES SERVED: Paul Detrick at PDetrick@pmped.com
Matthew Creech at MCreech@pmped.com
John Duffy at John@oneillphipps.com
Counsel for Plaintiffs

Patrick Higgins at PHiggins@hghpa.com
Counsel for Gulf Stream Coach, Inc.

HALL & BOWERS, LLC

By: /s/ M. Todd Carroll

Kevin A. Hall
M. Todd Carroll
1727 Hampton Street
Columbia, SC 29201
(803) 464-6504

Attorneys for Defendant Boat N RV Megastore

Columbia, South Carolina
November 22, 2011

ARBITRATION

RALPH THOMAS AND NANCY)
THOMAS,)

Plaintiffs,)

Plaintiff's Notice of Motion and Motion
To Modify, Alter, Correct and/or Clarify the
Award

v.)

GULF STREAM COACH, INC. AND)
RIDGELAND RECREATIONAL VEHICLES,)
INC. D/B/A BOAT N RV MEGA STORE,)
Defendants.)

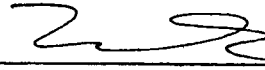
Now come the Plaintiffs, by and through their undersigned attorneys, who petition the Arbitrator to Modify, Alter, Clarify and/or Correct the Award of December 12, 2011, pursuant to the Rule 59(e), SCRCF, S.C. Code Ann. Sections 15-48-100, *et. seq.*, and/or applicable procedural rules of the American Arbitration Association.

The grounds for the motion are as follows: (1) the Petitioners seek a declaration and clarification that the revocation of acceptance proven as against the Defendant Gulf Stream applies as a matter of law, under the S.C Uniform Commercial Code, equally to Defendant BNRV; (2) Petitioners seek a declaration and clarification that the Plaintiffs proved and are entitled to the damages awarded under the doctrine of failure of essential purpose pursuant to the S.C. U.C.C. and case law addressing the same; and, (3) correction/alteration to add the factual finding that the Defendants should be responsible for the continued monthly payments of the Plaintiffs until such time as the matter between the parties is finally adjudicated.

Plaintiffs make this general motion and upon approval by the Arbitrator, requests an opportunity to brief these issues in full or to be heard by way of oral argument.

SIGNATURE PAGE TO FOLLOW

PETERS, MURDAUGH, PARKER,
ELTZROTH & DETRICK, P.A.



Matthew V. Creech
J. Paul Detrick
Post Office Box 2500
Ridgeland, SC 29936

December 28, 2011
Ridgeland, South Carolina

CERTIFICATE OF SERVICE

This is to certify that I, **Tammy M. Lee**, with the Law Firm of Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A., attorneys for the Plaintiffs, have this date mailed via the U.S. Postal Service, a true and correct copy of the within *Plaintiff's Notice of Motion and Motion To Modify, Alter, Correct and/or Clarify the Award* with first class postage prepaid to:

Kevin A. Hall, Esquire
Hall & Bowers, LLC
1727 Hampton Street
Columbia, SC 29201

ATTORNEYS FOR RIDGELAND RECREATIONAL VEHICLES

Patrick M. Higgins, Esquire
Howell, Gibson & Hughes, PA
Post Office Box 40
Beaufort, SC 29901

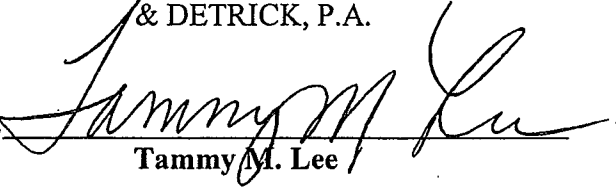
ATTORNEYS FOR GULF STREAM COACH, INC.

Jon L. Austen, Esquire
Pratt-Thomas Walker
Post Office Drawer 22247
Charleston, SC 29413-2247

ARBITRATOR

RE: *Ralph Thomas and Nancy Thomas v. Gulf Stream Coach, Inc. and Ridgeland Recreational Vehicles, Inc. d/b/a Boat N RV Mega Store*
C/A No.: 08-CP-27-695 ARBRITRATION

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

BY: 

Tammy M. Lee

December 30, 2011
Hampton, South Carolina

IN THE COURT OF COMMON PLEAS

SCCA/233 (10/2004)

IN ARBITRATION

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF JASPER) CIVIL ACTION NO: 2008-CP-27-00695

RALPH THOMAS and NANCY
THOMAS,
Plaintiffs/Respondents,

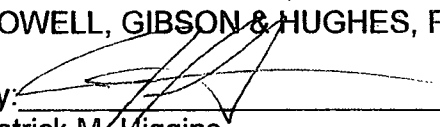
vs.

GULF STREAM COACH, INC.
Defendant/Appellant.

MOTION / APPLICATION TO
VACATE AWARD AND/OR IN THE
ALTERNATIVE, TO CORRECT,
MODIFY OR AMEND

Pursuant to SC Code §15-48-10 et seq., Defendant/Appellant Gulf Stream Coach, Inc. hereby appeals the Amended Award of the Arbitrator, dated February 2 2012, and attached hereto as EXHIBIT A. As previously raised, an Arbitrator cannot manifestly disregard the law and the clear relationships of the parties in this action in order to fashion an award in favor of the Plaintiffs. This has been done here, and thus an appeal is necessary and proper.

HOWELL, GIBSON & HUGHES, P.A.

By: 
Patrick M. Higgins
PHiggins@hgghpa.com
Jason Franklin Ward
JWard@hgghpa.com
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
Attorneys for Defendant Gulf Stream
Coach, Inc.

Beaufort, South Carolina

February 17, 2012

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CLERK OF COURT
JASPER COUNTY SC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF JASPER) CIVIL ACTION NO: 2008-CP-27-00695

GULF STREAM COACH, INC.
Defendant/Appellant.

Pursuant to SC Code §15-48-10 et seq., Defendant/Appellant Gulf Stream Coach, Inc. hereby appeals the Amended Award of the Arbitrator, dated February 2 2012, and attached hereto as EXHIBIT A. As previously raised, an Arbitrator cannot manifestly disregard the law and the clear relationships of the parties in this action in order to fashion an award in favor of the Plaintiffs. This has been done here, and thus an appeal is necessary and proper.

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 Coach, Inc.

February 17, 2012

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CLERK OF COURT
JASPER COUNTY SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF JASPER	)	C/A No.: 2008-CP-27-695
	)	
RALPH THOMAS AND NANCY	)	
THOMAS,	)	
	)	
Plaintiffs,	)	
	)	AMENDED ORDER OF THE ARBITRATOR
vs.	)	
	)	
GULF STREAM COACH, INC. AND	)	
RIDGELAND RECREATIONAL	)	
VEHICLES, INC. D/B/A BOAT N RV	)	
MEGA STORE,	)	
	)	
Defendants.	)	
	)	

The above captioned case appeared before me for an arbitration hearing on December 5 & 6, 2011. After reviewing the evidence, hearing the testimony, and inspecting the RV at issue, the case was concluded.

The Plaintiffs allege in their complaint that the Defendants breached the UCC implied warranties of merchantability and fitness for a particular purpose as well as the express warranties of the manufacturer. The Plaintiffs allegations for fraud were withdrawn, but they also assert claims under the S.C. Dealers Act and the S.C. Unfair Trade Practices Act. At the conclusion of the case the Plaintiffs also moved based upon the evidence presented to amend their complaint to include a claim for rescission of the contract. The amendment was granted without objection. The Defendants contend that the express warranties were waived under the UCC. Defendants further contend that they have not been given adequate opportunity to make repairs to the vehicle under their limited warranty provision in that they stand ready and willing to complete the required repairs.

I. Choice of Law Issues

As an initial matter, the parties disagree on the applicable law in this case. It is Plaintiffs position that South Carolina law applies to this case. The Defendants contend that New York law applies pursuant to the contract language signed by the parties. The dealer acted as an authorized agent for the manufacturer in the sale and provided a written warranty which was a part of the sales contract. A review of the sales contract which was a form contract provided by the dealer contains a clause stating that the contract is governed by the laws of the state of New York. The warranty that was provided by the dealer on behalf of the manufacturer contains a clause that provides that the applicable law is governed by the state of Indiana. This ambiguity clouds the contractual choice of law. Therefore, I find that the law of the state of South Carolina applies to this case.

II. Evidence and Facts

The testimony in this case is that shortly after purchasing the RV in April of 2008, the Plaintiffs had a list of problems with it and repeatedly demanded that their vehicle be repaired. Plaintiffs made several trips to Boat N RV Mega Store seeking repairs. Some of the items were repaired, but unfortunately the water leaks experienced by the Plaintiffs were not adequately addressed. The problem persisted despite repeated repair attempts. The leaks were so bad that the RV began to grow mushrooms inside of it.

In early July, Mr. Thomas contacted the Defendant Gulf Stream Coach Inc. about the ongoing water intrusion problem. He was initially instructed to take the vehicle back to Boat N RV Mega Store for repairs. He refused because Boat B RV Mega Store had repeatedly failed to

satisfactorily repair the RV. Plaintiffs were then instructed to go to a North Carolina repair facility run by Bill Plemmons. Bill Plemmons was an authorized repair agent for Gulf Stream. The RV was in Plemmons' shop from early August until mid-October of 2008. The Plaintiff, Mr. Thomas, was informed by Plemmons dealership that they did all of the repairs that the manufacturer would allow under the warranty. Six months after the Plaintiffs purchased the RV, they picked it up from Bill Plemmons and returned home. Plaintiffs soon discovered that the water leaks were still occurring. An impressive video tape taken after the Plemmons repair showed the Plaintiffs vacuuming at least a gallon of water out of the carpet of the RV.

III. Application of the S.C. UCC

The Plaintiffs contend that the UCC warranties made at the time of the sale have been violated. The Defendants maintain that the UCC warranties were waived in a disclaimer, but that they should be given the opportunity to repair the RV under the limited warranty that was in place at the time of the sale.

A. Implied Warranty of Merchantability

South Carolina UCC law provides "to exclude or modify the Implied warranty of merchantability or any part of it, the language must mention merchantability and in case of a writing must be conspicuous, and to exclude or modify any Implied warranty of fitness the exclusion must be by a writing and conspicuous." S.C. Code Ann. Sec. 3-2-316(2). The question arises as to whether the waiver of the warranties was "conspicuous" under the UCC. In State Carolina "a term or clause is conspicuous when it is so written that a reasonable person against whom it is to operate ought to have noticed it. A printed heading in capitals (as 'NON NEGOTIABLE BILL OF LADING') is conspicuous language in the body of a form is conspicuous if it

is larger or other contrasting type or color... " *Jones v. General Electric Co.*, 331 S.C. 351, 503 S.E.2d 173 (Ct. App. 1999).

In the form sales contract between Boat N RV Mega Store and the Plaintiffs, there are two clauses which seek to disclaim all warranties. One appears on page one next to an unchecked box. It appears the Defendants intended to check the box, but missed, putting two X's over top of the word "factory." The print is not enlarged type, not bold print, not underlined, not in a different color. The disclaimer is as a matter of law inconspicuous. On the back of the contract, under provision 11, a similar disclaimer appears. It is similarly inconspicuous. The Plaintiffs testified at the hearing that they were unaware that they had waived any of their warranties.

Under the UCC the Defendants attempt to waive the UCC warranties fails. I therefore find the seller, Boat N RV Mega Store and the manufacturer, Gulf Stream have not effectively disclaimed their warranties of implied merchantability and fitness for a particular purpose. I find the Plaintiffs RV to not meet the minimum standards required by the Implied warranty of merchantability. The persistent leaks and continued deterioration of the motor carriage due to water renders it unacceptable under the implied warranty of merchantability. It is not of fair average quality within the description and not fit for the ordinary purposes for which RV's are used; therefore, I find a breach of the implied warranty of merchantability similarly, is not fit for the purpose for which it was intended and violates the implied warranty of fitness for a particular purpose.

B. Failure of the Essential Purpose Doctrine

Additionally, and even assuming *arguendo* that the Defendants' attempts to disclaim warranties were effective, the findings and conclusions herein would be appropriate under the UCC concepts of the failure of the essential purpose of remedies. Under the South Carolina UCC, parties to a contract may establish exclusive, limited written warranties and limitation of damages as a remedy for breach thereof. S.C. Code Ann. § 36-2-719 (1977). Section 36-2-719(1) of the Code provides that the agreement may limit the buyer's remedies to repair or replacement of nonconforming goods or parts, and if such remedy is expressly agreed to be exclusive, it is the sole remedy. Also, Section 36-2-719(3) states that consequential damages may be limited or excluded unless the limitation or exclusion is unconscionable.

Despite the exclusive remedy provisions in § 36-2-719, in certain circumstances a party may nonetheless be entitled to the general remedies of the UCC. Section 36-2-719(2) states that when circumstances cause an exclusive remedy to "fail of its essential purpose, remedy may be had as provided in this Act." The official comments under § 36-2-719 further provide that "under subsection (2), where an apparently fair and reasonable clause because of circumstances fails in its purpose or operates to deprive either party of the substantial value of the bargain, it must give way to the general remedy provisions of this Article." *Id.* § 36-2-719 comment 1.

The purpose of the exclusive remedy of replacement or repair of defective parts from the Defendants viewpoint was to give it an opportunity to make the RV conform with the contract while limiting the risks to which they were subject by excluding direct and consequential damages that might otherwise arise. From the Plaintiffs perspective, it was to insure that the RV would be operable, functional, and usable and if not, to insure the

Defendants would cure any defects within a reasonable time after they were discovered. "Where a seller [or manufacturer] is given a reasonable chance to correct defects and the equipment still fails to function properly, the buyer is deprived of the benefits of the limited remedy and it therefore fails of its essential purpose." *Bishop Logging Co. v. John Deere Indus. Equipment Co.*, 317 S.C. 520, 455 S.E.2d 183, 28 UCC Rep.Serv.2d 190 (Ct. App. 1995) (citing *Beal v. General Motors Corp.*, 354 F. Supp. 423, 426 (D.Del.1973); *S.M. Wilson & Co. v. Smith Int'l. Inc.*, 587 F.2d 1363 (9th Cir.1978); *Soo Line R.R. Co. v. Fruehauf Corp.*, 547 F.2d 1365 (8th Cir.1977); *Custom Automated Mach. v. Penda Corp.*, 537 F.Supp. 77 (N.D.Ill.1982); *Fargo Mach. & Tool Co. v. Kearney & Trecker Corp.*, 428 F. Supp. 364 (E.D.Mich.1977); *Volkswagon of Am., Inc. v. Harrell*, 431 So.2d 156 (Ala.1983); *Clark v. Int'l Harvester Co.*, 99 Idaho 326, 581 P.2d 784 (1978); *Givan v. Mack Truck, Inc.*, 569 S.W.2d 243 (Mo.App.1978); *Murray v. Holiday Rambler, Inc.*, 83 Wis.2d 406, 265 N.W.2d 513 (1978).

In these circumstances, § 36-2-719(2) permits the buyer to pursue the other remedies provided by the UCC if the defect substantially affects the value of the buyer's bargain. S.C. Code Ann. § 36-2-719 comment 1; see also *Clark v. Int'l Harvester Co.*, 99 Idaho 326, 581 P.2d 784, 798 (1978). In *Riley v. Ford Motor Co.*, 442 F.2d 670 (5th Cir.1971), the United States Fifth Circuit Court of Appeals held that under the circumstances of that case, which also involved a seller's express warranty limiting the buyer's recourse to the repair or replacement of defective parts, it was "unable to conclude that the jury was unjustified in its implicit finding that the warranty operated to deprive the purchaser 'of the substantial value of the bargain.'" Just as *Riley* concerned a seller's inability to remedy numerous major and minor defects within a reasonable time, in *Murray v. Holiday Rambler, Inc.*, 83 Wis.2d 406, 265 N.W.2d 513 (1978), it

was held that a warrantor's limited remedy to repair or replace defective parts failed in its essential purpose where the cumulative effect of a substantial number of defects substantially impaired the value of the goods to the buyer.

The evidence at arbitration was clear that Defendants Boat.N RV Megastore and Gulf Stream did not effectively perform their obligation to repair the RV properly and within a reasonable time. The RV in its current condition is worthless to the Plaintiffs. As a result, the Plaintiffs have been clearly deprived of the substantial value of the RV they purchased. To the extent any limited warranty existed as between the Plaintiffs and the Defendants, I find that limited warranty failed in its essential purpose so as to deprive the Plaintiffs of the substantial value of the bargain. As a consequence, the Plaintiffs are entitled to the "other remedies" provided by the UCC, including consequential damages.

Section 36-2-714 sets forth the normal measure of direct damages for breach of warranty. The formula for calculating direct damages is the value of the goods as warranted less the value of the goods as accepted. *See, Ellison v. Heritage Dodge, Inc.*, 283 S.C. 21, 320 S.E.2d 716 (Ct.App.1984). In addition to the recovery of direct damages, § 36-2-714(3) also provides for the recovery of incidental and consequential damages. Incidental damages resulting from the sellers' breach include expenses reasonably incurred in inspection, receipt, transportation, and care and custody of goods rightfully rejected as well as expenses incident to effecting cover. *See* S.C. Code Ann. § 36-2-715(1). Consequential damages include:

(a) any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and

(b) injury to person or property proximately resulting from any breach of warranty.

S.C. Code Ann. § 36-2-715(2).

I find, based on the evidence presented, that the limited remedies asserted by the Defendants have failed of their essential purpose, and the Plaintiffs are entitled to consequential damages. Pursuant to the UCC, the failure of essential purpose operates against both the seller Boat N RV Mega Store and the manufacturer Gulf Stream.

IV. Rescission of Contract

The Plaintiffs sought rescission of their contract with the Defendants. I find that Plaintiffs, the dealer and manufacturer were all parties to the contract of sale. Gulfstream authorized their dealer, Boat N RV Mega Store, to issue the warranty which was a part of the contract of sale with the Plaintiffs. Rescission is allowed in South Carolina when a purchaser of a defective product demands rescission from the vendor within a reasonable time. In this case, the Defendants efforts to repair the RV were repeatedly unsuccessful. Boat N RV Mega Store's unsatisfactory repair work caused the Plaintiff to contact Gulf Stream directly. The Plaintiffs expressed their frustration with the leaking RV to Gulf Stream and asked to return it to Indiana in July of 2008. The manufacturer declined the request and made another attempt to repair the RV by using one of their factory authorized dealers. The dealership was unsuccessful and was notified again of the leaks to the RV. The Plaintiffs should not be penalized or limited in their ability to recover damages due to the fact that they retained the RV. *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 44, 61 S.E.2d 135, 146 (SC 2010). I find the Plaintiffs are entitled to rescission.

V. Award

I first find that the warranties of implied merchantability and fitness for a particular purpose have been violated. I find the Plaintiffs RV does not meet the minimum standards required by the Implied warranty of merchantability and that the persistent leaks and continued deterioration of the motor carriage due to water renders it unacceptable under the implied warranty of merchantability. The RV is not of fair average quality within the description and not fit for the ordinary purposes for which RV's are used; therefore, I find a breach of the implied warranty of merchantability similarly, is not fit for the purpose for which it was intended and violates the implied warranty of fitness for a particular purpose.

Second, it is clear that the Plaintiffs are entitled to consequential damages as the limited remedies of repair or replacement failed of their essential purpose. The Defendants, both seller and manufacturer were given reasonable chances to correct defects and the RV still fails to function properly. I find the buyers, the Plaintiffs, have been deprived of the benefits of the limited remedy and the remedies therefore fail of their essential purpose. The Plaintiff testified that the condition of the RV rendered it unusable and of no value to the Plaintiff. Therefore, any limitations and exclusions on Defendants warranties are inapplicable and the full array of remedies provided, including recovery of consequential damages and incidental losses under S.C. Code Ann. §§ 36-2-714 and 2-715, are recoverable by the Plaintiffs.

Third, as addressed in Section IV, above, the Plaintiffs are entitled to rescission of the contract.

Therefore, it is ordered that the 2007 Gulf Stream Friendship G8 Series 8414 VIN # 4UZAB2DJL7CX98638 shall be returned and the title signed over to the Defendant Gulf Stream.

I further find the Plaintiffs are entitled to receive a refund of the purchase price and costs as set forth below:

- reimbursement of the entire Gulf Stream purchase price of \$266,383.00 (which includes the amount of payments Plaintiffs made plus the trade in value of their Coachman);
- taxes, \$4,259.30;
- insurance paid, \$5,259.30;
- electricity to maintain the condition of the RV, \$4,200.00;
- hotel bill in Rural Hall, North Carolina, \$117.25;
- replacement camper (bought to decrease loss of use), \$5,798.35;
- batteries, \$299.01; and,
- extended warranty \$7,450.00.

I find the Plaintiffs are entitled to a total of \$293,766.22. Furthermore, until such time as the title to the RV at Issue is signed over to the Defendants, the Plaintiffs are entitled to any monthly payments made in the interim between this Order and the return of the Gulf Stream RV. I decline the Plaintiffs request for an award of attorney fees.

The Plaintiffs did not give notice of the rescission of the contract to Boat N RV Mega Store. Boat N RV Mega Store breached their UCC warranties to the Plaintiffs, but since there was no notice of rescission to them, they do not share in the rescission. Instead, I find that Boat N RV Mega Store caused the Plaintiffs to incur costs and to be unable to use their RV for the first five months that they owned it. After that time, another factory authorized dealer (Plemmons) failed to properly repair the RV. Under these circumstances I find the Boat N RV cannot be held legally responsible for a breach of warranties following June 2008, as it was never notified that problems remained with the RV. Any damages following June of 2008 would not have been foreseeable to Boat N RV and additional repairs were attempted by another Gulf Stream authorized agent. Accordingly, Boat N RV Mega Store shall pay \$18,000.00 of the Plaintiff's actual damages. Gulf Stream shall pay the remaining \$275,766.22 of the

Plaintiff's damages, which includes their actual damages, incidental damages and consequential damages. Gulf Stream, as the manufacturer, was in the best position to cure any defects with the RV, but its ongoing failure to adequately cure the defects and perform its warranty responsibilities caused the Plaintiffs to incur damages up to the date of this order.

I find that Gulf Stream shall bear the costs and expenses associated with the retrieval of the RV from the Plaintiff's property. I further find that it is equitable and appropriate for Gulf Stream to assume the Plaintiffs' monthly payments on the RV until this matter is finally resolved.

As to the cross claim of the Defendant Boat N RV Mega Store against Gulf Stream Coach Inc., I find no evidence of a contract which would provide for contractual indemnity between the Defendants. I further find the Defendant is barred from recovering under the theory of equitable indemnity under the doctrine of unclean hands. The Defendants repeated failures to fix the Plaintiffs problems bars them from recovering equitable indemnity.

IT IS SO ORDERED this 2 day of Feb., 2012, at Charleston, South Carolina.


Jon L. Austen
Arbitrator

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

IN THE COURT OF COMMON PLEAS

Nancy Thomas and Ralph Thomas
Plaintiffs/Respondents
vs.

Gulf Stream Coach, Inc. and Ridgeland Recreational
Vehicles, Inc. d/b/a Boat N RV Mega Store
Defendants

XX Defendant/Appellant Gulf Stream Coach

Civil Action No: 2008-CP-27-00695

**MOTION INFORMATION FORM
AND COVER SHEET**

Name and address of opposing attorneys:

J. Paul Detrick, Esquire
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(803) 943-2111

and

John L. Duffy, III
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Counsel for Plaintiffs/Respondents

Name and address of moving attorney:

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Counsel for Defendant/Appellant

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1727 Hampton Street
Columbia, SC 29211
(803) 454-6504
*Counsel for Defendant Ridgeland Recreational
Vehicles, Inc.*

XX MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)

☐ FORM MOTION, NO HEARING REQUESTED (completed SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Reconsideration

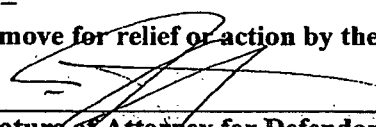
Estimated Time Needed: 20 minutes **Court Reporter Needed:** NO

SECTION II: Motion Type

XX Written Motion attached

☐ Form Motion -

I hereby move for relief or action by the court as set forth in the attached motion and/or proposed order.


Signature of Attorney for Defendant/Appellant

July 10, 2012

SECTION III: Motion Fee

XX PAID - AMOUNT: \$25.00

- ☐ EXEMPT:
- ☐ Rule to Show Cause in child or spousal support
 - ☐ Domestic Abuse or Abuse and Neglect
 - ☐ Indigent Status ☐ State Agency v. Indigent Party
 - ☐ Sexually Violent Predator Act ☐ Post Conviction Relief
 - ☐ Motion for Stay in Bankruptcy
 - ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
 - ☐ Proposed order submitted at request of Court; or, reduced in writing from motion made in open court per judge's instructions

IN ARBITRATION

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

) IN THE COURT OF COMMON PLEAS

) CIVIL ACTION NO: 2008-CP-27-00695

RALPH THOMAS and NANCY
THOMAS,

Plaintiffs,

vs.

GULF STREAM COACH, INC. and
RIDGELAND RECREATIONAL
VEHICLES, INC. D/B/A BOAT N RV
MEGA STORE,

Defendants.

DEFENDANT GULF STREAM
COACH'S MOTION FOR
RECONSIDERATION

2012 JUL 11 AM 9:29
MAURICE E. HUGHES
CLERK OF COURT
JASPER COUNTY SC

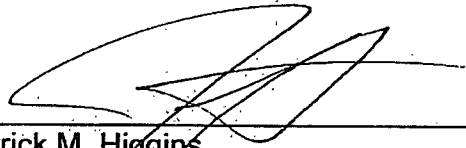
TO: J. PAUL DETRICK, ESQUIRE; and JOHN L. DUFFY, III, ESQUIRE,
ATTORNEYS FOR THE PLAINTIFFS:

YOU WILL PLEASE TAKE NOTICE that the Defendant, Gulf Stream Coach, Inc., by and through its undersigned counsel, Howell, Gibson and Hughes, P.A., will appear before the Presiding Judge, Jasper County Court of Common Pleas, on the tenth (10th) day after service hereof, or at such other time and place as may be directed by the Court, and then and there move for reconsideration and appropriate alteration and/or amendment of the Court's Order filed June 29, 2012 denying Gulf Stream's Petition to Vacate, Correct and/or Modify Award of arbitrator of February 2, 2012.

The within motion, made pursuant to the provisions of the statutory and

common laws of the State of South Carolina and Rules 52 and 59, South Carolina Rules of Civil Procedure, is based upon the grounds that the Court failed to consider the limited warranty of Gulf Stream in its Order, and the Court failed to find that a clear legal principle had been manifestly disregarded, specifically, that Gulf Stream was not a signatory to the contract.

HOWELL, GIBSON & HUGHES, P.A.

By: 
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Attorneys for Defendant Gulf Stream
Coach, Inc.

Beaufort, South Carolina

July 10, 2012

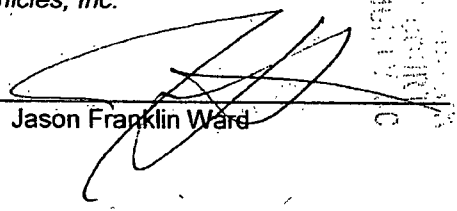
CERTIFICATE OF SERVICE

I certify that I served the foregoing Motion for Reconsideration upon the below-listed counsel of record by affixing same with proper postage placing same with the United States Postal Service addressed to counsels' last known address on the 10th day of July, 2012.

J. Paul Detrick
Peters, Murdaugh, Parker, Eltzroth & Detrick
Post Office Box 457
Hampton, SC 29924-0457
Counsel for Plaintiffs

John L. Duffy, III
O'Neill & Phipps, LLC
260 West Coleman Boulevard Suite A
Mt. Pleasant, SC 29464
Counsel for Plaintiffs

M. Todd Carroll
Hall & Bowers, LLC
1727 Hampton Street
Columbia, SC 29211
Counsel for Defendant Ridgeland Recreational Vehicles, Inc.

By: 

Jason Franklin Ward

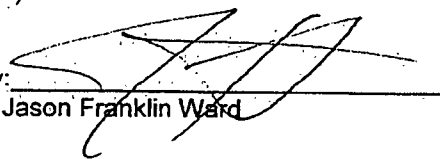
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CLERK OF COURT
JASPER COUNTY, SC

2012 JUL 11 AM 9:29

RULE 11 CERTIFICATION

I certify pursuant to Rule 11 of the South Carolina Rules of Civil Procedure that

- ☐ I have consulted with opposing counsel and have been unable to resolve the matter.
- ☒ Consultation with opposing counsel would serve no useful purpose, or is not required.
- ☐ Consultation with opposing counsel could not be timely held
- ☒ I certify that there is no duty of consultation for the attached motion (to dismiss, for summary judgment, for new trial, for judgment NOV, in real estate foreclosures, or with pro se litigants.)

By: 

Jason Franklin Ward

IN ARBITRATION

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF JASPER) CIVIL ACTION NO: 2008-CP-27-00695

RALPH THOMAS and NANCY
THOMAS,

 Plaintiffs,

vs.

GULF STREAM COACH, INC. and
RIDGELAND RECREATIONAL
VEHICLES, INC. D/B/A BOAT N RV
MEGA STORE,

 Defendants.

DEFENDANT GULFSTREAM COACH
INC.'S MEMORANDUM OF LAW IN
SUPPORT OF MOTION TO RECONSIDER

This matter comes before the Court on the motion of the Defendant Gulf Stream Coach, Inc. respectfully asking that the Court reconsider its Order so as to reflect the correct state of the law in South Carolina in two important and glaring ways: first to consider and evaluate the clear limited warranty that applied to the transaction as between the Plaintiffs and Gulf Stream Coach Inc, to recognize that there was no contract i.e. no offer, acceptance, and consideration, exchanged as between Gulfstream Coach Inc. and the Plaintiffs, and to recognize that the remedy of rescission or revocation of acceptance is only applicable to a retail seller such as Boat N RV and the purchaser. These are, "well defined, explicit, and clearly applicable" principles of law, and they were manifestly disregarded by the arbitrator. See C-Sculptures, LLC v. Brown, 394 S.C. 519, 716 S.E.2d 678 (Ct.App.,2011)

There is simply no law in South Carolina allowing for a rescission or revocation of acceptance as a remedy against a manufacturer such as Gulf Stream Coach, Inc. These are clear legal principles that were manifestly disregarded by the Arbitrator – evidenced simply by the conclusions expressed in his rulings. Nevertheless, the Order provides this as a remedy for the Plaintiffs as against the manufacturer, and thus the Order is consequently, patently out of line with South Carolina's established precedent governing remedies available as between a manufacturer and purchaser.

PROCEDURAL OVERVIEW

Plaintiffs initially filed this suit on November 6, 2008 (six months after purchasing the subject RV), asserting claims under what appeared to be a breach of express and implied warranty theory of recovery. (Initial Complaint, Nov. 6, 2008) Plaintiffs then filed an Amended Complaint on November 6, 2009, asserting fraud and misrepresentation, violations of Motor Vehicle Dealers Act, and the Unfair trade Practices Act. (First Amended Complaint, Nov. 6, 2009) No where in these Complaints did the Plaintiffs ever seek revocation of acceptance or rescission of the contract as a remedy. Defendants timely answered respectively, and Boat N RV made a motion to compel arbitration pursuant to the terms of the contract; this motion was granted – as to Boat N RV only - on May 29, 2009. Ultimately, Gulfstream was approached by the Plaintiffs to join in an Arbitration, and on or around August 10, 2011, Gulfstream assented to arbitration. Arbitration was held on or around October 18, 2011. After all parties found errors in the first Order of the Arbiter, the amended Order was signed and provided to all parties on or around February 8, 2012. This appeal followed.

FACTUAL OVERVIEW

This case stems out of warranty claims made by the Plaintiffs arising out of an allegedly defective 2007 Gulf Stream RV sold by Boat N RV Mega Store by way of a contract between Boat N RV and the Plaintiffs in April of 2008. (Retail Installment Sales Contract, Pl. Ex. 1). The testimony at the hearing showed that the RV that the Thomases chose to purchase had been sitting n Boat N RV's retail lot for over a year and a half before this purchase. Pursuant to a Verbal Agreement addendum, various repairs were to be undertaken by Boat N RV prior to the transfer of the RV to the Thomases. (Pl. Ex. 2) There was no evidence presented that the manufacturer had any involvement wit the sale of the RV, save and except for the clear and unambiguous manufacturers Limited Warranty that was provided to the Plaintiffs. There was no dispute, in testimony presented during the arbitration or otherwise, that the manufacturer Gulf Stream Coach. Inc.'s Limited Warranty applied to the transaction. (Gulf Stream Limited Warranty, Plaintiffs Ex. 3). This Limited Warranty covered,

"only those defects which occur or exist within the applicable periods referenced above and which are specifically identified to Gulf Stream in the manner specified in Section 4 of this Limited Warranty. All obligations of Gulf Stream pursuant to this Limited Warranty are limited to replacing and/or repairing the defective part or component"
(Id.)

Additionally, this limited warranty expressly disclaimed, in bold and distinct type face lettering, any other express or implied warranties, **"including, but not limited to, any implied WARRANTY OF MERCHANTABILITY or FITNESS for a particular use"**.

In accordance with this Limited Warranty, Boat N RV had obligations to:

"maintain the recreational vehicle until retail sold; to perform a comprehensive pre-retail delivery check procedure and inspection; to repair or replace any defective parts; to correct defects in workmanship

which are identified prior to retail delivery check procedure and inspection; to repair or replace any defective parts; to correct defects in workmanship which are identified prior to initial retail purchaser's asking delivery of the recreational vehicle; to present the initial retail purchaser with this limited warranty prior to the initial retail purchaser's entering into any written contract to purchase a recreational vehicle; and to mail to Gulf Stream the signed Gulf Stream Recreational vehicle registration form and the signed limited warranty.

(Id.)

There was no dispute that this Limited Warranty had been received and acknowledged to have been received by the Thomases. Additionally, the Thomases received the Gulf Stream Motorhome Owners Manual that contained an identical Limited Warranty. (Plaintiff's Exhibit 6) The Thomases also signed a recreational vehicle registration on May 5, 2008, indicating that the Limited warranty applied to the sale. (Plaintiff's Ex. 5) This Limited Warranty expressly disclaimed any liability for consequential damages, to include loss of use.

On or around June 5, 2008, repairs were made to various items as identified by Repair Order 245438. There was no dispute that this Limited Warranty, and the work done in this case on the motorhome, was requested and done in accordance with the terms of this Limited Warranty, at no cost to the Thomases. Nevertheless, according to the Thomases, even after making several trips to Boat N RV, the water leaks experienced by the Thomases were not adequately addressed, despite Boat N RV's attempts. The Plaintiffs testified that the leaks were so bad that the RV began to grow mushrooms inside of it. The RV was taken to Boat N RV during May of 2008 for repairs for problems related to apparently general "leaking, mushrooms growing, refrigerator leaking, too many problems to name all." (Factual Overview prepared by

Mrs. Thomas, p. 1) On or around June 4, 2008 a three way conference call occurred among Mr. Thomas, a representative from Gulf Stream, and Boat N RV. Over the course of the next month, various pictures were sent of the problems to Gulf Stream.

Finally, in July of 2008, the Thomases contacted the manufacturer regarding the water intrusion problems, and after refusing to take the RV for repair back at Boat N RV, agreed to take the RV to Bill Plemmons on or around July 28, 2008. The repairs requested were unquestionably related to the Limited Warranty provided by Gulf Stream to the Thomases; indeed, on the face of the Bill Plemmons Work Order, it notes that the "Warr. Date (Warranty Date) was effective April 9, 2008 – the date that the Thomases purchased the RV. The repairs, as outlined in this work order, were completed in October 6, 2008; two other minor warranty repairs were completed on or around October 15 and October 22 of 2008. (Plemmons Work Orders, Ex. 6) There was no factual dispute that the repairs that were a) requested to be done by the Thomases and b) done by Plemmons in accordance with the warranty provided by Gulf Stream to the Thomases.

LAW

I. THE ARBITER WHOLLY FAILED TO CONSIDER THE LIMITED WARRANTY OF THE MANUFACTURER IN HIS ORDER.

It is respectfully submitted that the Arbiter clearly and manifestly disregarded the actual facts and applicable law to this matter. The Arbiter failed to distinguish between the retail seller – Boat N RV - and the manufacturer – Gulfstream – in his Order. It is upon this failure of distinction that the Arbiter found that that the South Carolina UCC warranties applied to the manufacturer due to a failure of warranty disclaimer on the

sales contract as between the retail seller and purchaser. The arbiter found that the disclaimer of warranties on the sales contract between the Plaintiff and Boat N RV failed as a matter of law due to its lack of conspicuousness. (Order, p. 2) Rather than addressing the clear and unambiguous Limited Warranty – and certainly conspicuous as understood by the South Carolina UCC – provided by the manufacturer to the purchaser, the Arbiter improperly imposed the apparent failure of the disclaimer as between the retail seller and the purchaser upon Gulfstream. By doing so, the arbiter “got around” the clear Limited Warranty language that provided for repair or replacement of the alleged problems with the RV.

The Plaintiffs acknowledged having received and accepted the Limited Warranty, and the unequivocal testimony and evidence in the case demonstrated the attempted repairs were done in accordance with Limited Warranty that was provided to the Plaintiffs. Indeed, the testimony showed that after the last repairs were done by Bill Plemmons in Rural North Carolina, the Plaintiffs filmed a DVD in November and filed a lawsuit on November 6, 2008. The Limited Warranty still applied to the RV at that time (as it was a one year warranty, starting on the date of purchase, April 9, 2008), and the testimony in the case is that the RV could have been repaired at the Gulfstream facility in Indiana. The only evidence concerning cost to repair and ability to repair came from Tony Suddon. Gulfstream, upon being notified by the Plaintiffs, was only given one chance to repair the RV; that was done without any undue delay by Gulfstream in October of 2008. Indeed, according to Mr. Suddons, the Director of Consumer Affairs for Gulfstream, Gulfstream was ready, willing, and able to fulfill its duties as outlined in the Limited Warranty, and was willing to:

**Replace the carpet;
Replace the captains chairs;
Repair leaks to all slide outs;
Reseal the window in the slide out;
Replace the side countertop in the bathroom
Repair or replace the bed comforter
Reseal all exterior compartments
Align exterior compartment doors;
Reconnect aqua hot line under dash;
Repair cruise control;
Adjust the screen door latch;
Seal the air leak in the firewall;**

There was no testimony adduced that the RV could not be repaired, or that it was impossible to do so. There was also no testimony that there was an unreasonable delay in affecting the terms of the warranty. Without any such testimony of the limited warranty for repair or replacement failing in its essential purpose, repair or replacement in accordance with that Limited Warranty is the only remedy that the Plaintiffs have as against Gulfstream. Myrtle Beach Pipeline Corp. v. Emerson Elec. Co., 843 F.Supp. 1027 (D.S.C.,1993)

Indeed, the only testimony was that the factory service offered by Gulfstream, in accordance with its Limited Warranty, should correct and cure these problems. The only evidence concerning costs to repair came from Mr. Suddons, and the total for such repairs was approximated at \$6325.00. There was no evidence that there was a reasonable delay in affecting repairs, or any evidence that the RV could not be repaired or that it was impossible to do so. Thus, the warranty could not have failed in its essential purpose as a matter of law, given the dearth of evidence concerning such failure.

As an additional ground, the Arbiter awarded both warranty/failure of essential purpose (with consequential damages) and awarded revocation of acceptance/rescission of contract as remedies for the Thomases. This is wrong as a matter of law, as these are separate and distinct causes of action and have wholly different tests that must be satisfied for such a claim to lie. See Herring v. Home Depot, 350 S.C. 373 (2002) (Court noting that a breach of implied warranty claims assumes a contract, and has an objective test, where the goods must be found not to be merchantable; rescission has a subjective test, whereby a finding must be made that the nonconformity substantially impairs the value of the item.) Here, the arbiter skipped over the obvious problem that there is no contract between Gulfstream and the Thomases, found that Gulfstream was a party to the contract (despite no signatures or evidence supporting such a conclusory statement) found that the disclaimer on the contract between Boat N RV and the Thomases failed, and that even if it did not, that the Thomases were entitled to both warranty damages (including consequential damages i.e. electricity, insurance, taxes, etc) in the amount of the "reimbursement" amount of the entire purchase price plus the trade in value of the coachman. Additionally, and in direct contradiction with the clear legal distinction set forth in Herring concerning warranty remedies and rescission as a remedy, he equitably fashioned the rescission of the contract (to which Gulfstream was not factually or legally a party) coupled with an equitable remedy forcing Gulfstream to take the RV back. In support of this reasoning, he found that the limited warranty of Gulfstream failed in its essential purpose "so as to deprive the Plaintiffs of the substantial value of their bargain." (Order, p. 7) The substantial value test is the subjective test to be employed in a revocation of

acceptance; not a failure of essential purpose under a legal warranty theory. This is clear error.

If the Thomases had intended to revoke acceptance and/or rescind – and they claim that they notified Gulfstream they did (though this fact is disputed by the defendants and it is not pled as a remedy in their complaint filed back in 2008) – it is very telling that they did not raise this issue until after the close of all the evidence in the arbitration. Not only is this highly prejudicial, it is a gross abuse of discretion regarding amendment – especially and acutely so given the legally deficient ruling allowing rescission as a remedy to lie against Gulfstream – an entity who was not even in privity to the contract.

Lastly, the Arbiter took the precise language of Bishop Logging Co. v. John Deere Indus. Equipment Co., 317 S.C. 520, 455 S.E.2d 183 (Ct. App. 1995) and essentially block quoted it as being applicable to the facts and law in this case. This case simply does not fit the facts of this case, as Bishop dealt with a direct sale of a piece of swamp tree felling equipment from John Deere (the manufacturer *and* retail seller) to an ultimate purchaser, Bishop Logging. In this case, Boat N RV is the seller; Gulf Stream is a manufacturer. If the disclaimer failed on Boat N Rv's contractual documents as found by the Arbiter, then the implied warranties under the UCC would still exist as against them. The "other remedies" could still be pursued against Boat N RV; the ineffective disclaimer does nothing to change or alter the clear, unambiguous, and conspicuous limited warranty from Gulfstream that applies in this case. The Thomases only gave Gulfstream one opportunity – the Bill Plemmons repair – to fix the RV. The only evidence in the case regarding the ability of Gulfstream to effectuate and

validate its warranty came from Tony Suddon, who testified that the repairs could be done at the facility in Indiana and that Gulfstream as ready willing and able to effectuate said repairs.

Thus, the Court should reconsider its Order to reflect the remedy of repair or replacement as against Gulfstream, and provide Gulfstream with a reasonable opportunity to do so in accordance with its Limited Warranty and the clearly governing law in South Carolina concerning privity as between a manufacturer and ultimate purchaser.

II. RESCISSION/REVOCATION OF ACCEPTANCE CANNOT LIE AS A REMEDY AGAINST GULFSTREAM.

After the close of all of the evidence and argument, the Arbiter allowed the Plaintiffs to amend their pleadings to include a claim/remedy of revocation of acceptance/rescission under the UCC. Regardless of the propriety of allowing such an amendment, the Arbiter ordered that this remedy lie against Gulfstream — a manufacturer that undisputedly has no privity of contract with the purchaser. Because of the failure of the disclaimer as between the retail seller and the purchaser, the Arbitrator found that UCC remedy of rescission of the contract was appropriate, and ordered the return of the RV to Gulf Stream, and found that Plaintiffs were entitled to \$293,796.22. Gulf Stream was ordered to pay \$275,766.22.

It is well settled in South Carolina that an Arbiter cannot manifestly disregard the law when rendering an award. C-Sculptures, LLC v. Brown, 394 S.C. 519, 716 S.E.2d 678 (Ct.App.,2011) Gulf Stream is a manufacturer, and had no contract with the Plaintiffs. The only remedies available to the Plaintiffs as against Gulf Stream come

from the Warranty that the Plaintiffs acknowledged and accepted. By their signature on various contract documents and by their actions in pursuing warranty work, there can be no dispute that the Limited Warranty applied to this RV. And as a matter of law, there is no question that, "privity of contract is essential to recovery for breach of implied warranty; and there is no such privity between a manufacturer and one who has purchased manufactured article from a dealer." Odom v. Ford Motor Company, 230 S.C. 320, 95 S.E.2d 601 (1956); see also Collum v. Pope & Talbot, Inc., 135 C.A.2d 653, 288 P.2d 75; Lombardi v. California Packing Sales Co., R.I., 112 A.2d 701; Silverman v. Samuel Mallinger Co., 375 Pa. 422, 100 A.2d 715; Wood v. General Electric Co., 159 Ohio St. 273, 112 N.E.2d 8; Cohan v. Associated Fur Farms, Inc., 261 Wis. 584, 53 N.W.2d 788; Cotton v. John Deere Plow Co., 246 Ala. 36, 18 So.2d 727; Dennis v. Willys-Overland Motors, Inc., D.C., 111 F.Supp. 875; Torpey v. Red Owl Stores, 8 Cir., 228 F.2d 117, 121 ("The general rule is that privity of contract is required in an action for breach of an implied warranty and that there is no such privity between a manufacturer and one who has purchased the manufactured article from a dealer or is otherwise a remote vendee.")

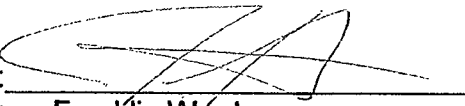
By manifestly disregarding this principle and lumping both defendants together, the arbitrator found a way to rule for the Plaintiffs that, under our law, was not permissible. The proper remedy as against the manufacturer should have been the cost to repair or replace. This is the only remedy that may lie against the manufacturer in South Carolina, and Gulfstream would respectfully request that the Court reconsider, alter, or amend its order to reflect Order so as to conform with the undisputed evidence and clear law of South Carolina.

CONCLUSION

Based on the foregoing, it is respectfully submitted that this Court should grant Defendant Gulfstream's motion/petition to vacate, correct, and/or modify the Order of the Arbitrator, and Order Gulfstream to repair or replace the specific items raised by Mr. Suddon as being in need of repair or replacement, and Order that these service repairs be done by the Gulfstream factory in Indiana, with all costs to be borne by Gulfstream. Additionally, Gulfstream would ask that if the warranty is found to have failed in its essential purpose, that the Court require the Arbiter to follow S.C. Code. Ann. §36-2-714 regarding the measure of damages in a warranty action.

Based on the foregoing, it is respectfully submitted that this Court should grant Defendant's motion for reconsideration, and remand this matter to the arbitrator for a hearing in accordance with its findings.

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By: 

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September 27, 2012

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas

Hon. Carmen Tevis Mullen

Civil Action No.: 2008-CP-27-00695

RALPH THOMAS and NANCY THOMAS,

Plaintiffs,

vs.

GULF STREAM COACH, INC. and RIDGELAND RECREATIONAL VEHICLES,
INC. D/B/A BOAT N RV MEGA STORE,

Defendants.

of whom GULF STREAM COACH, INC is..... Appellant.

NOTICE OF APPEAL

Gulf Stream Coach, Inc., appeals the Orders of the Hon. Carmen Tevis Mullen, dated June 26, 2012 denying Gulf Stream Coach, Inc.'s Motion for Modification for Award for the Arbitrator, and the denial of Gulf Stream Coach, Inc.'s Motion for Reconsideration dated October 12, 2012. Appellant received notice of the entry of the Order denying reconsideration on October 16, 2012.

RECEIVED

NOV 05 2012

SC COURT OF APPEALS

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas

Hon. Carmen Tevis Mullen

Civil Action No.: 2008-CP-27-00695

NOV 05 2012
SC Court of Appeals

RALPH THOMAS and NANCY THOMAS,

Plaintiffs,

vs.

GULF STREAM COACH, INC. and RIDGELAND RECREATIONAL VEHICLES,
INC. D/B/A BOAT N RV MEGA STORE,

Defendants.

of whom GULF STREAM COACH, INC is..... Appellant.

PROOF OF SERVICE

The undersigned counsel hereby certifies that he has served the foregoing
Notice of Appeal upon all counsel of record by affixing same with proper postage
and placing same with the United States Postal Service on the 25th day of
October, 2012 addressed to the following:

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November 2, 2012

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STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF JASPER) CASE NO.: 2008-CP-27-0695

RALPH THOMAS and NANCY THOMAS,)
))
 PLAINTIFF,))
))
VS.))
))
GULF STREAM COACH, INC. and RIDGELAND)
RECREATIONAL VEHICLES, INC.,)
d/b/a BOAT N RV MEGA STORE))
))
 DEFENDANT.))

MOTIONS HEARING

held before the Honorable Carmen T. Mullen
Mia Perron, Circuit Court Reporter, 9th Judicial Circuit
in the Jasper County Courthouse
Ridgeland, South Carolina
on Wednesday, June 13, 2012, Commencing at 1:34 a.m.

SUSAN "MIA" PERRON, CVR-CM-M
Circuit Court Reporter - 9th Judicial Circuit
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INDEX TO PROCEEDINGS

	PAGE
PROCEEDINGS	4
CERTIFICATE OF COURT REPORTER	17

EXHIBITS

[None]

MIA PERRON, CVR-CM-M

-3-

PROCEEDINGS

THE COURT: Okay. Jason, whenever you're ready.

MR. WARD: Thank you, Judge. May it please the Court.

THE COURT: Yes, sir.

MR. WARD: Your Honor, I'm Jason Ward here to represent Gulf Stream, along with Pat Higgins, and what we've got before Your Honor today is a motion from an arbitration. It's basically in the form of an appeal to the circuit court from the arbitrator's award.

And, Your Honor, now that you've read the memorandum, I don't think I necessarily need to go through the procedural or factual history with you but I can really keep it pretty straightforward and simple, and that's simply this: that we all know what the standard is with respect to the appeal of an arbitrator's award. There's got to be a manifest disregard of the law. It's pretty steep.

THE COURT: Yes.

MR. WARD: With that having been said, you know, a basic principle of law is -- you know, contract law, you've got to have -- there's two sides to a contract. You've got to have consideration and that sort of thing.

1 Well, in this particular factual scenario, we're
2 the manufacturer. The retail seller has the defacto
3 contract with the ultimate purchaser. We actually
4 don't have any contract with the ultimate purchaser.

5 The arbitrator conclusorly [phonetic] stated in
6 the order --

7 THE COURT: Right.

8 MR. WARD: -- that we were a party to the
9 contract. That's a manifest disregard of the law.

10 Now, with that having been said, there are
11 remedies associated with our limited warranty. We're
12 fully aware of all that. But the -- again, that's one
13 point --

14 THE COURT: He found that the dealer acted as an
15 authorized agent for the manufacturer --

16 MR. WARD: Right.

17 And so we actually are in the situation like in
18 Odum vs. Ford Motor Company. It's an old 1955 case I
19 cited in the brief. But in that case they say that
20 the manufacturer does lack privity with respect to the
21 ultimate purchaser in a non-products liability type
22 action. A products liability where life or limb has
23 been injured, clearly that's a situation where public
24 policy kicks in and lack of privity is not a defense.
25 Under these particular circumstances -- our position

1 would be you've got to have privity under those --
2 these circumstances.

3 And so we would say that that's a manifest
4 disregard of the law and that it needs to go back to
5 the arbitrator with respect to that issue.

6 The second issue is simply the award in --

7 THE COURT: Can I write on this copy that you
8 gave me?

9 MR. WARD: Absolutely.

10 THE COURT: Okay. Thank you.

11 MR. WARD: Absolutely.

12 In keeping with the respective positions of the
13 parties, you know, we're the manufacturer. And the
14 arbitrator awarded the remedy of revocation of
15 acceptance or a rescission of the contract as between
16 the retail seller and the ultimate purchaser and got
17 rid of the contract and tried to put everybody back in
18 the respective positions they were in before anybody
19 entered into the contract, sold the vehicle, all that
20 sort of stuff.

21 Revocation of acceptance, however, would be a
22 remedy associated with the retail seller and the
23 ultimate purchaser, because that's where the contract
24 lies. And so under the circumstances, we thought that
25 that was an error of law, as well.

Thomas v. Gulf Stream
Motions Hearing
June 13, 2012

1 And there are -- as I've cited in Herring v.
2 Home Depot, and then there are some other cases out
3 there -- breach of warranty and breach of an implied
4 warranty has certain elements that must be
5 established. It's an independent and distinct cause
6 of action, per Herring, whereas rescision and
7 revocation of acceptance is also its own separate and
8 distinct cause of action.

9 We're not really here to argue any of the merits
10 or any other aspects of the appeal. But those are the
11 two clear disregard -- manifest disregard of the law.

12 THE COURT: Did you do -- did you do a written
13 appeal --

14 MR. WARD: Yes, Your Honor.

15 THE COURT: I just don't have it in front of me.
16 I'm sorry.

17 MR. WARD: That's okay.

18 [Off the record momentarily]

19 MR. WARD: So that's our position. Thank you.

20 THE COURT: All right. Mr. Creech?

21 MR. CREECH: Your Honor, if it please the Court.

22 We represent the plaintiffs in this matter who
23 are here with us today and we are hopeful that after
24 the hearing today we'll finally be done with this and
25 have it over with, which we thought we had

MIA PERRON, CVR-CM-M

-7-

1 accomplished at the arbitration hearing before John
2 Austin.

3 And quite simply, Your Honor, there are no
4 errors of law that -- no errors of law, plain errors
5 of law, that are in the order, the amended order,
6 which Mr. Austin awarded. If there were any error of
7 law, it certainly doesn't rise to the level that's
8 required for the circuit court to reverse an
9 arbitrator's award, which is the manifest error
10 doctrine.

11 If the Court -- I have a copy here -- looks at
12 Sections 15-48-130 and 140, which are either the
13 vacation or modification of an arbitrator's award,
14 those standards are all based in essentially fraud,
15 collusion, corruption, true unfairness issues with the
16 arbitrator who heard the award. And there is no
17 reversal of an arbitrator's award simply based on an
18 error of law.

19 And the case which is cited I believe we -- I
20 don't have it in front of me. I can't even think of
21 the name of it -- that talks about the manifest error
22 of law essentially says that the arbitrator must know
23 -- knowingly -- know what the law is and must
24 knowingly and essentially choose not to follow it and
25 disregard it. Which again puts us back in that

Thomas v. Gulf Stream
Motions Hearing
June 13, 2012

1 equitable, unfair, unjust, collusive, corruptive,
2 fraudulent situation where an arbitrator has just not
3 done what's right.

4 To address the merits of their arguments, when I
5 say there are no errors of law I think that's
6 absolutely correct. Their first argument is --
7 essentially deals with the lack of privity.

8 THE COURT: Right.

9 MR. CREECH: Assuming that this is procedurally
10 postured and correct for an appeal, I assume this
11 Court would also appeal the two-issue rule, which is
12 an appellant tool that's used quite a bit in our
13 state.

14 The judgment against Boat N RV and the
15 manufacturer, Gulf Stream, quite simply and quite most
16 directly is through the idea of the doctrine of
17 failure of a central purpose. As defendants, they've
18 both had opportunities, and actually undertook, to try
19 to make repairs to this vehicle. They could not
20 repair it, they did not repair it in any sort of
21 reasonable time, which led to the arbitrator's
22 finding. That's a factual finding that's made in
23 there.

24 I mean, there were months and months and months,
25 I think up to eight months, of attempts made to

MIA PERRON, CVR-CM-M

-9-

1 correct this from leaking. And the court found, based
2 on those facts, that the limitation of warranties,
3 whether they were express warranties or the
4 limitations of warranties that they attempted in the
5 language of the warranties -- and that's from the
6 seller and the manufacturer -- were simply invalid.
7 And under the Bishop Logging case, it's clear Bishop
8 Logging itself was an award against a manufacturer,
9 John Deere was the manufacturer and revocation --
10 excuse me -- failure of a central purpose doctrine
11 applied against the manufacturer in that case.

12 So the judgment which has been entered applies
13 against them under a completely valid, totally
14 supported, legal theory, factually and legally.

15 The issue about whether basically rescission or
16 revocation and -- are I guess really mutually
17 exclusive -- really doesn't need to be reached because
18 under any factual circumstance under any reading of
19 the law, both these defendants are on the hook under
20 the failure of the central purpose of the remedies and
21 the warranties.

22 I don't think there's support, though, for the
23 idea that rescission can't be found against them. The
24 facts of this case and the way that it was discussed
25 by all the witnesses were that this was an authorized

1 dealership. The manufacturer only became involved in
2 these warranty issues once the -- basically all routes
3 with the dealer were fruitless. They couldn't get it
4 fixed.

5 In fact, it was in their own documentation that
6 if you have a problem with the authorized repair
7 person, which is the dealer, that you then should go
8 to Gulf Stream. And that's what happened.
9 Ultimately, there was a rescission and a revocation
10 because Mr. Thomas told -- and this was a disputed
11 fact, but it was a fact that was found in our favor,
12 told Gulf Stream, come and take it, I don't want it, I
13 don't want this RV. And so that was the language
14 revoking the purchase and the rescission of the
15 contract.

16 And so I simply don't think there was a legal
17 error on that. And even if there were, it is I think
18 a hundred percent clear under the purpose -- that is
19 the entire purpose of the failure of the essential
20 purpose doctrine that these folks were entitled to not
21 only their actual damages but consequential damages
22 under that Bishop Logging v. John Deere case.

23 So we just think it's inappropriate. And I
24 think more than anything, the scope is so narrow we
25 don't really even get to the merits of it. They've

Thomas v. Gulf Stream
Motions Hearing
June 13, 2012

1 frankly not alleged that there was corruption, fraud,
2 or other undue means, because there wasn't.

3 So when we get to that manifest error doctrine,
4 it just doesn't rise to the level, if it was anything,
5 which it wasn't. It was a pure legal error, which
6 they can't get reversed. That's the whole purpose of
7 going to arbitration is so we don't end up appealing
8 this for the next three years.

9 MR. CARROLL: If it please the Court, I'm Todd
10 Carroll on behalf of Boat N RV, which is the dealer in
11 all this discussion. We didn't file a motion. We
12 obviously are not thrilled with the arbitrator's
13 ruling against us.

14 But our position is basically more or less what
15 Mr. Creech said, that the Court's review is just so
16 limited of an arbitrator's award that unfortunately we
17 didn't bring it to the Court because we don't feel
18 like the Court can actually do anything under the law.

19 And I did want to clarify one thing that Mr.
20 Creech said. He referred to the manifest error
21 doctrine. It's actually -- it's actually the manifest
22 disregard of the law, it's not manifest error of the
23 law. And this is -- this is the case that Mr. Creech
24 said: I don't have it before me.

25 This is what was in Gulf Stream's brief, the

1 case of C Sculptures, C, the letter, C Sculptures,
2 LLC, v. Brown. It's a court of appeals case from 2011
3 and there the Court of Appeals described what the
4 manifest disregard doctrine is. The focus is on the
5 conduct of the arbitrator and presupposes something
6 beyond an error in construing or applying the law. An
7 arbitrator manifestly disregards the law when he or
8 she appreciates the existence of a clearly governing
9 legal principle and decides to ignore it.

10 The court -- you know, unfortunately, the Court
11 just can't overturn a legal error. And it is our
12 position that this -- that the order is -- has many
13 legal errors in it, but we don't think that they can
14 be adjusted here before this Court. So that is Boat N
15 RV's position.

16 THE COURT: Okay. Yes, Mr. Ward.

17 MR. WARD: May I be heard real fast, Your Honor?

18 THE COURT: Yeah.

19 MR. WARD: I agree with the C Sculptures
20 standard with the manifest disregard of the law.
21 Clear disregard comes in the form of who the parties
22 to the contract were. And then I don't think any
23 lawyer in South Carolina looking at who the parties to
24 the contract were are going to read in Gulf Stream
25 Coach as having signed off on that -- the terms of

1 that contract, or any exchange of consideration with
2 respect to that particular contract.

3 With that having been said, Bishop Logging was
4 cited by Mr. Creech. And Bishop Logging dealt with a
5 retail purchaser buying directly from the
6 manufacturer. So there was no intermediary retail
7 seller of the product. It was a John Deere product,
8 actually, for swamp logging operations and they bought
9 it directly from the manufacturer with specifications
10 as to swamp logging. So it's slightly different.

11 And again of course the remedies, revocation,
12 and acceptance and all that sort of thing would apply
13 to John Deere under Bishop Logging because the parties
14 were directly aligned and had privity.

15 And so again, Your Honor, with respect to -- we
16 would just reaffirm what we argued previously. And I
17 would like to point out just on the merits -- I feel
18 it's as a matter of defense -- that the failure of the
19 central purpose doctrine: there was no testimony at
20 the arbitration with respect to the inability of Gulf
21 Stream to fulfill the terms of its limited warranty.
22 It was a six-month term when they purchased the RV to
23 when they filed the lawsuit. During that six-month
24 term is when the rain was coming in and that sort of
25 thing. The testimony from Tony Sutton [phonetic], who

Thomas v. Gulf Stream
Motions Hearing
June 13, 2012

1 was the director of consumer affairs, said they would
2 be absolutely ready, willing, and able to take the
3 thing back, fix it, in accordance with the terms of
4 the warranty in Indiana.

5 Thank you, Your Honor.

6 THE COURT: How did they comport that there were
7 mushrooms [phonetic] --

8 MR. CREECH: Your Honor, I can tell you from the
9 plaintiff's perspective, their absolute ability to fix
10 it was frankly the most offensive thing we've had to
11 deal with in this case. And they had the ability to
12 fix it and they probably could have and should have.

13 And when you look at the failure of the central
14 purpose doctrine, it doesn't say that there has to be
15 an ability to do it. It's a reasonable standard and
16 when would it be reasonable. And the court obviously
17 ruled that this wasn't reasonable under the
18 circumstances.

19 MR. CARROLL: I just wanted to clarify the they
20 in Mr. Creech's statement.

21 THE COURT: Yes.

22 MR. CARROLL: I don't think he was talking about
23 my client. I think he was talking about Gulf Stream.
24 So I just wanted the record to be clear on that point.

25 THE COURT: Okay.

Thomas v. Gulf Stream
Motions Hearing
June 13, 2012

1 MR. CARROLL: Thank you, Judge.

2 THE COURT: All right. Well, yeah.

3 Respectfully, I'm going to deny your appeal.
4 Obviously the standard, the manifest disregard of the
5 law, is very high. And even if we could say that John
6 Austin disregarded the law, any lawyer, including John
7 Austin, should know and would know what privity of
8 contract is under the two-issue rule, being, you know,
9 failure of essential purpose. I'm assuming it's
10 adequate in here. It looks like they're -- to make
11 that finding and make the award. So I'm going to
12 respectfully deny it.

13 MR. CARROLL: Thank you, Your Honor.

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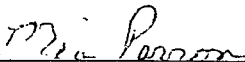
C E R T I F I C A T E

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

I, the undersigned Mia Perron, Circuit Court Reporter for the 9th Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of the hearing held before the Honorable Carmen T. Mullen, on Wednesday, June 13, 2012.

I do further certify that I am neither kin nor counsel to any of the parties and have no interest in the outcome of this action.

Dated this 18th day of January, 2013.



Mia Perron, CVR-CM-M
Circuit Court Reporter
9th Judicial Circuit

MIA PERRON, CVR-CM-M

-17-

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Writer's E-Mail: mfreeman@gandspa.com

September 29, 2009

The Honorable Carmen T. Mullen
P.O. Box 1128
Beaufort, SC 29901

**Re: Ralph Thomas and Nancy Thomas v. Gulf Stream Coach, Inc. and
Ridgeland Recreational Vehicles, Inc. d/b/a Boat N RV Mega
Store
07-CP-27-695**

Dear Judge Mullen:

As you may recall, the above referenced case has come before you several times involving, primarily, the issue of the enforceability of an arbitration clause included in the purchase contract between the Plaintiffs and Ridgeland Recreational Vehicles, Inc., d/b/a Boat N RV Mega Store.

By way of background, this case was originally filed on November 11, 2008. In lieu of an answer, Boat N RV Mega Store ("BNRV") filed a Motion to Dismiss or in the Alternative Compel Arbitration on December 17, 2008. The Plaintiffs, in response, filed a counter Motion to Stay Arbitration and Motion to Order Arbitration Clauses Unenforceable on January 28, 2009.

You heard these motions on March 19, 2009 wherein you ruled orally granting BNRV's Motion to Compel Arbitration, and thereby denying the Plaintiffs' Motion to Stay. You asked BNRV to prepare a proposed Order, which was submitted on March 30, 2009. The Plaintiffs objected to the wording of this order, and you directed BNRV to make revisions on March 31, 2009. Revisions were made and approved by counsel for the Plaintiffs, which were then sent to you on April 6, 2009.

Out of an abundance of caution, and given your oral ruling from the bench, the Plaintiffs filed a Motion for Reconsideration on March 24, 2009- before a final order had been issued on the competing motions regarding arbitration. It appears that you signed a form

GRIFFITH, SADLER & SHARP, P.A.

The Honorable Carmen T. Mullen
September 29, 2009
Page 2

order on April 2, 2009, which was ultimately entered on April 28, 2009 denying the Plaintiffs' Motion for Reconsideration.

On April 13, 2009, the Plaintiffs filed a Motion for Relief from Final Order Pursuant to Rule 60(b), alleging the discovery of new evidence with bearing upon the enforceability of the arbitration clause at issue. You heard arguments on this motion on May 1, 2009, and took it under advisement, indicating you would consider a Motion to Amend if one were to be subsequently filed by the Plaintiffs allowing them to add additional causes of action.

As you may also recall, one of the issues raised during that hearing was the propriety of a motion pursuant to Rule 60(b), as no final written order had been issued on the Motion to Compel Arbitration. The confusion at that point was that a written order had been entered on the Motion for Reconsideration, but not on the Motion to Compel Arbitration. Therefore, you vacated the form order denying the Motion for Reconsideration, effective April 24, 2009. At the May 1st hearing you also directed that a proposed Order again be submitted on the original underlying Motion to Compel Arbitration, which you then entered on June 5, 2009.

Because the Rule 60(b) motion remained under advisement, and because of the ongoing AAA arbitration in the matter, Plaintiffs filed a Motion to Stay Arbitration on July 7, 2009.

On July 29, 2009 you assigned outstanding motions in this case, including Plaintiffs' Motion to Amend, Motion to Stay Arbitration, and Motion to Compel/Enforce Subpoena, and Defendant BNRV's Motion to Quash, to Judge Kinard. Additionally, you indicated that Judge Kinard could rehear any of the old motions in the case, including those upon which rulings had already been issued.

Judge Kinard held oral arguments on the outstanding motions on July 30, 2009. Therein he granted Plaintiffs' Motion to Stay Arbitration and Motion to Amend, and denied the Plaintiffs' Motion to Compel/Enforce Subpoena. Judge Kinard declined to rehear any previously heard motions, including the Rule 60(b) Motion that remained under advisement by Your Honor.

The current posture of this case remains somewhat in question. AAA arbitration which had been ordered as of June 5, 2009 has now been stayed by Judge Kinard pending the resolution of the remaining outstanding motions in the case. Currently outstanding are

GRIFFITH, SADLER & SHARP, P.A.

The Honorable Carmen T. Mullen
September 29, 2009
Page 3

Plaintiffs' Motion for Reconsideration and Plaintiffs' Motion for Relief of Final Order Pursuant to Rule 60(b) which you have under advisement. Additionally, the Plaintiffs' have made a formal written Motion to Amend their Complaint to allege additional causes of action, to accompany the oral motion made by counsel on May 1st, which has not yet been heard. Unfortunately, this case is effectively stayed, and cannot proceed under either Common Pleas or AAA Arbitration until a ruling is issued on these motions.

Matt Creech and I, together with Gulf Stream counsel Katie Cauthen, have discussed concerns regarding the status of this case and Matt and I have jointly agreed to present to you competing proposed orders on these outstanding motions, in the hopes that a resolution on these issues can be reached to allow the case to proceed in the appropriate forum. With your permission, we will be submitting those proposed orders within 15 days.

We remain at your disposal should you have any questions, or if you are inclined to hear additional oral arguments on any of these motions.

With kindest regards, we remain

Yours very truly,

Michael D. Freeman
MDF/bhh

Matthew V. Creech
MVC/

LAW OFFICES
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK

PROFESSIONAL ASSOCIATION

RANDOLPH MURDAUGH, SR.
(1887-1940)

RANDOLPH MURDAUGH, JR.
(1915-1998)

J. ROBERT PETERS, JR.
(1927-2008)

JOHN E. PARKER

J. PAUL DETRICK

CLYDE A. ELTZROTH, JR.

DANIEL E. HENDERSON

MARK D. BALL

RONNIE L. CROSBY

RANDOLPH MURDAUGH, IV

R. ALEXANDER MURDAUGH

BERT G. UTSEY, III

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690 N. GREEN STREET

P. O. BOX 2500

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OTHER OFFICES:

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TELEPHONE (803) 943-2111

FAX (803) 943-3943

123 WALTER STREET

POST OFFICE BOX 1164

WALTERBORO, SC 29488

TELEPHONE (843) 549-9544

FAX (843) 549-9546

April 4, 2012

Matthew V. Creech
Direct Dial: (843) 726-6131
Email: mcreech@pmped.com

The Honorable Carmen T. Mullen
14th Judicial Circuit
Chief Administrative Judge
P.O. Drawer 1128
Beaufort, SC 29901-1124

**Re: *Ralph Thomas and Nancy Thomas v. Gulf Stream Coach, Inc. and Ridgeland
Recreational Vehicles, Inc. d/b/a Boat N RV Mega Store
Civil Action No.: 08-CP-27-695***

Dear Judge Mullen:

In the past you heard motions concerning arbitration provisions in this matter. Ultimately, the parties agreed to arbitrate the claims before Jon Austen, Esquire, and the arbitration trial was held in December 2011. Following various post trial motions, Patrick Higgins, counsel for Gulf Stream, has filed what amounts to an appeal of the arbitrator's award. I believe under the South Carolina Uniform Arbitration Act this is appealed to the Circuit Court and certainly Pat has filed an appeal with the Jasper Court of Common Pleas.

Because of the nature of the relief sought by Mr. Higgins and the fact this is an appeal, I believe that there is a concern that the argument of this appeal will take a fairly significant amount of time (30 minutes to 1 hour). I am concerned that if this appeal is heard during a regular non-jury roster, it will be an inconvenience to the Court as well as other attorneys who have motions pending.

Therefore, I write to respectfully request the Court consider setting oral arguments on this appeal at a time, date, and location convenient to you. Paul and I will be happy to appear at any location you might be willing to hold the hearing. I have copied all counsel of record on my communication with the Court.

With kind regards, I am

Sincerely,



Matthew V. Creech

MVC/tml

Cc: Patrick Higgins, Esquire

Kevin Hall, Esquire

Paul Detrick, Esquire

**Boat N RV Megastore**☐ 401 Sycamore Drive
Ridgeland, SC 29936**Boat N RV Superstore**☐ 20 Industrial Road
Hamburg, PA 19626**Boat N RV Warehouse**☐ 999 Route 9
Castleton, NY 12033**Boat N RV Warehouse**☐ 12634 Route 9W
W. Coxsack, NY 12192

Buyer <u>STANLEY E. THOMAS</u>		Salesperson <u>STANLEY E. THOMAS</u>		Date <u>4/9/2008</u>
Street <u>1122 E. MAIN ST.</u>		Home (<u>242</u>) <u>224-1202</u>		Business ()
City <u>BEAUFORT</u>		State <u>NC</u>	City <u>BEAUFORT</u>	Zip <u>28520</u> Stock # <u>22088</u>
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE. (Read other side)				
YEAR <u>2007</u>	NEW ☐ USED ☒ DEMONSTRATOR ☐	MAKE <u>FREIGHTMASTER</u>	MODEL <u>G-18</u>	SERIES <u>R-1</u>
TYPE <u>CA</u>	COLOR <u>SANTO</u>	TRIM <u>FF</u>	MILEAGE <u>1306</u>	VIN <u>14UJ3A182D0000000</u>
If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permit by law, you shall at our option forfeit damages in the amount of \$ <u>31219.00</u> or adhere to the decision of Binding arbitration.			INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION. IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANGES IN NET PAY, OFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT.	
Customer's Signature <u>[Signature]</u>			As-is-this motor vehicle is sold "as is" without any warranty either expressed or implied, the purchaser will bear the entire expense of replacing or correcting any defect that presently exists or that may occur in the vehicle.	
THE PRICE				
		Vehicle Price	(+)	266388.00
		Freight	(+)	N/A
		Prep	(+)	N/A
				N/A
				N/A
				N/A
				N/A
				N/A
				N/A
OPTION TOTAL				266388.00
THE TRADE-IN				
Year <u>2007</u>	Mileage <u>3150</u>	Make <u>FREELANDER</u>	Model <u>3.50</u>	Color <u>3.50</u>
Plate No.	Exp. Date	VIN	LESS TRADE-IN CREDIT	(-) 89500.00
Trade-in value of all these except:				DISCOUNT (-) 12500.00
Amount Owed \$ <u>53000.00</u>				CASH PRICE (+) \$ <u>164388.00</u>
TAXES AND OTHER FEES				
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "2" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.				
You, the buyer may cancel this contract and receive a full refund anytime before receipt of a copy of this contract signed by an authorized Dealer/ Representative by giving written notice of cancellation to Dealer.				
☒ BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE.				
Buyer's Signature <u>[Signature]</u>		Date <u>4/9/2008</u>		
Co-Buyer's Signature <u>[Signature]</u>		Date <u>4/9/2008</u>		
Seller Approved By <u>[Signature]</u>		Date <u>11/9/02</u>		
		SALES TAX % (+)		300.00
		DOC FEE (+)		395.00
		OLRF		45.00
		OLDF		N/A
		INSPECTION FEE (+)		N/A
		TOTAL CASH PRICE (+)		165123.00
		REBATE IF APPLICABLE (-)		N/A
		LESS CASH DEPOSIT SUBMITTED WITH ORDER (-)		2000.00
		PLUS BALANCE OWING ON TRADE-IN (+)		53000.00
		AMOUNT FINANCED \$		208123.00
		CASH ON DELIVERY		8000.00
THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN				

Boat N RV Megastore
☐ 401 Sycamore Drive
Ridgeland, SC 29936

Boat N RV Superstore
☐ 20 Industrial Road
Hamburg, PA 19526

Boat N RV Warehouse
☐ 999 Route 9
Castleton, NY 12033

Boat N RV Warehouse
☐ 12634 Route 9W
W. Coxsackie, NY 12192

Buyer		RALEPH LEE THOMAS, NANCY THOMAS		Salesperson		SIDNEY PUGHAM / JAMIE		Date		4/9/2008					
Street		4129 PRITCHARD GREEN RD		Home ()		(843) 224-1509		Business ()							
City		AWENDAW		State		SC		City		BEAUFORT					
				Zip		29929		Stock #		P2988					
I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE. (Read other side)															
FREE VEHICLE															
YEAR		2007		NEW ☐ USED ☐ DEMONSTRATOR ☐		MAKE		FRIENDSHIP		MODEL					
TYPE		CA		COLOR		SANTO FE		TRIM		MILEAGE					
										VIN					
										1306 4 U 3 A B 2 D U D R C E 9 8 6 3 8					
If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permit by law, you shall at our option forfeit damages in the amount of \$ 31000.00 or adhere to the decision of Binding arbitration.						INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION. IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS, AND ADJUSTMENTS CONCERNING CHANGES IN NET PAY, OFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT.									
Customers Signature _____						As-is-this motor vehicle is sold "as is" without any warranty either expressed or implied, the purchaser will bear the entire expense of replacing or correcting any defect that presently exists or that may occur in the vehicle.									
☐ Factory Warranty - The manufacturer constitute all of the warranty with the sold unit. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other such person to assume for it any liability in connection with this sale. ☐ As-is-this motor vehicle is sold "as is" without any warranty either expressed or implied, the purchaser will bear the entire expense of replacing or correcting any defect that presently exists or that may occur in the vehicle.															
THE PRICE															
						Vehicle Price			(+)			26698.00			
						Freight			(+)			157.00			
						Prep			(+)			N/A			
						ASSURANT			CONTINUED			7450.00			
												N/A			
												N/A			
												N/A			
												N/A			
OPTION TOTAL												273838.00			
THE TRADE-IN															
Year		2007		Mileage		3150		Make		FREELANDER		Model		Color	
Plate No.				Exp. Date				VIN							
Trade in or value of all items except:						Amt. Owed \$		53000.00		CASH PRICE		(+)		\$ 171838.00	
TAXES AND OTHER FEES															
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.						SALES TAX %		(+)				300.00			
						DOC FEE		(+)				395.00			
						OLUF						45.00			
						OLDF						N/A			
						INSPECTION FEE		(+)				N/A			
						TOTAL CASH PRICE		(+)				172579.00			
You, the buyer may cancel this contract and receive a full refund anytime before receipt of a copy of this contract signed by an authorized Dealer/ Representative by giving written notice of cancellation to Dealer.						REPAYE IF APPLICABLE		(+)		\$		N/A			
						LESS CASH DEPOSIT SUBMITTED WITH ORDER		(+)				2800.00			
						PLUS BALANCE OWING ON TRADE-IN		(+)				53000.00			
						AMOUNT FINANCED		\$				215579.00			
						CASH ON DELIVERY						8000.00			
Buyer's Signature _____						Date		4/9/2008		THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE TO THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND					
Co-Buyer's Signature _____						Date									
Seller Approved By _____						Date		4/11/08							

Authorized dealers are independent contractors and independently owned businesses. This is also true of the authorized chassis service dealers.

Gulf Stream Coach, Inc. desires that you have full enjoyment of your new Gulf Stream recreational vehicle. If for any reason your vehicle is out of service and cannot be used because of a manufacturing or chassis defect for a cumulative total of seven (7) days during the warranty period, you are to immediately contact Gulf Stream Coach, Inc. by certified mail, return receipt requested, setting forth the service problems and asking for immediate assistance. Gulf Stream Coach, Inc. is ready, willing and able to make every effort for a quick response.

☐ 401 Sycamore Drive
Ridgeland, SC 29936

☐ 20 Industrial Road
Hamburg, PA 19526

☐ 999 Route 9
Castleton, NY 12033

☐ 12634 Route 9W
W. Coxsack, NY 12192

Buyer **RALPH LEE THOMAS, NANCY THOMAS** Salesperson **SIDNEY EUTHAM / JAMIE** Date **4/9/2000**
Street **4139 BRITCHARD GREEN RD** Home () **(843) 884-1809** Business ()
City **AVENDAW** State **SC** City **BEAUFORT** Zip **29529** Stock # **12588**

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE.
(Read other side)

YEAR **2000** ☐ NEW ☐ USED ☐ DEMONSTRATOR ☐ MAKE **FREEDLANDER** MODEL **3.5**
TYPE **CA** COLOR **SANTO FE** TRIM **TRIM** MILEAGE **1306** VIN **4 U 8 A 8 2 D J 2 7 E 2 9 8 6 3 8**

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall at our option forfeit damages in the amount of \$ **31000.00** or adhere to the decision of Binding arbitration.

Customer's Signature _____

☐ **History Warranty** - The manufacturer constitutes all of the warranty with the sold unit. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other such person to assume for it any liability in connection with this sale.

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION. IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHARGES IN NET PAY, OFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT.

☐ As-is-this motor vehicle is sold "as is" without any warranty either expressed or implied, the purchaser will bear the entire expense of replacing or correcting any defect that presently exists or that may occur in the vehicle.

THE PRICE

Vehicle Price	(+)	256889.00
SALES TAX	(+)	N/A
DOC FEE	(+)	N/A
CLRP	(+)	N/A
CLDP	(+)	N/A
INSPECTION FEE	(+)	7450.00
TOTAL CASH PRICE	(+)	N/A
REBATE IF APPLICABLE	(-)	N/A
LESS CASH DEPOSIT	(-)	N/A
QUANTITY WITH ORDER	(-)	N/A
PURCHASER'S OWNERSHIP ON TRADE-IN	(-)	N/A
AMOUNT FINANCED	(+)	272889.00
CASH ON DELIVERY	(+)	

OPTION TOTAL

THE TRADE-IN

Year	Model	Mileage	Color	Less Trade-In Credit	(-)	
2007	ADLER	3450	FREELANDER			89500.00
Plate No.	Est. Date	VIN		DISCOUNT	(-)	12500.00
Trade-In to Cash of 10000.00				CASH PRICE	(+)	171829.00
						53000.00

TAXES AND OTHER FEES

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.	SALES TAX	(+)	300.00
You, the buyer may cancel this contract and receive a full refund anytime before receipt of a copy of this contract signed by an authorized Dealer/Representative by giving written notice of cancellation to Dealer.	DOC FEE	(+)	395.00
☒ BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE.	CLRP	(+)	45.00
	CLDP	(+)	N/A
	INSPECTION FEE	(+)	N/A
	TOTAL CASH PRICE	(+)	172579.00
	REBATE IF APPLICABLE	(-)	N/A
	LESS CASH DEPOSIT	(-)	2000.00
	QUANTITY WITH ORDER	(-)	52000.00
	PURCHASER'S OWNERSHIP ON TRADE-IN	(-)	215579.00
	AMOUNT FINANCED	(+)	8000.00
	CASH ON DELIVERY	(+)	

Buyer's Signature Ralph L Thomas Date 4/9/2000
Co-Buyer's Signature Nancy Carolyn Thomas Date 4/9/00
Seller Approved By [Signature] Date 4/9/00

This agreement contains the entire understanding between dealer & buyer and all other representation or inducement, verbal or written, has been made which is not contained in this contract. Buyer acknowledges receipt of this order and that buyer has read and understood the back of this agreement.

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.

It is understood and agreed by Buyer and Seller that the Order on Page 1 of this Agreement is subject to the following terms:

Buyer acknowledges that Buyer has entered into this Agreement with the Seller identified in the box checked on the top of Page 1 of this Agreement.

1. Transfer of Title: All titles to the vehicle(s) listed on Page 1 of this Agreement shall be retained by the Seller until the purchase price has been paid in full and all required documents have been executed by Buyer. Upon full payment, Seller shall transfer title to the equipment to Buyer.

2. Taxes and Fees: Buyer agrees to assume and pay, unless prohibited by law, any and all taxes and fees assessed by any governmental agency, other than in-state taxes, incidental to the vehicle purchase and registration documented in this Agreement.

3. Failure to Take Delivery: If Buyer fails to take delivery of the vehicle purchased within one (5) days after Buyer has been notified that it is ready, Buyer understands the cash deposit Buyer has given to Seller will be retained to offset Seller's damages. In addition, Buyer will be responsible to Seller for any other charges, including loss profit, which Seller may incur as a result of Buyer's failure to perform under the terms of this Agreement. At Seller's sole discretion, Seller's charges hereunder shall be determined by the decision under binding arbitration or Seller may retain the full charges set forth on the face of this contract. Further, if Buyer delivers a Trade-In vehicle to Seller under this Agreement, and this Agreement is subsequently cancelled, the trade-in vehicle shall be returned to Buyer after payment of a reasonable charge for storage, interest and repairs (if any); or, if the Seller has previously sold the Trade-In vehicle, the proceeds received for said sale, less a selling commission of 15% and less any expenses incurred by Seller, including (a) Satisfaction of the loan on the Trade-In, (b) costs for storage, (c) interest, (d) insurance; (e) re-conditioning, or (f) advertising the trade-in vehicle for sale, shall be returned to Buyer.

4. Manufacturer Changes: The Buyer agrees that the manufacturer has the right to make any model, design, parts, or necessary changes it sees fit in the vehicle, its chassis, accessories or parts without notice to the Buyer or Seller. These changes shall not affect the vehicle ordered under this Agreement nor may Buyer require Seller or manufacturer to include these changes in his/her order. Further, the Seller shall have no duty except to deliver the vehicle to Buyer.

5. Delay in Delivery: Buyer understands that Seller shall not be liable for delays caused by the manufacturer, sub-suppliers, suppliers, first or other causes beyond Seller's control. Further, if the manufacturer refuses to accept the Buyer's order or fails to deliver the vehicle after accepting this order, upon Seller's prompt notification and refund of Buyer's deposit, this agreement shall be cancelled, null and void and neither party shall have any additional liability hereunder.

6. Trade-In: Buyer shall deliver to the Seller's premises his/her used bus, motor vehicle, travel trailer, fifth wheel, or motor home (hereinafter called "Trade-In") along with all instruments of title. Buyer warrants that the Trade-In is his/her property and that the Trade-In is free and clear of all liens and encumbrances other than those noted on Page 1 of this Agreement. Upon delivery of Trade-In vehicle, Buyer will sign a Bill of Sale and a title certificate statement and provide Seller with satisfactory proof of ownership. Buyer warrants (guarantees) (a) that there are no liens on the trade-in vehicle, except as may be shown on the face of this Agreement; (b) that the Trade-In vehicle does not have a welded, urgent frame and that the motor block is not smoked, welded or repaired; (c) that the vehicle has not been flooded, damaged or declared a total loss for insurance purposes; (d) that emission control devices have not been altered, added or removed, and nothing has been removed from the vehicle, including its own bell; (e) the engine and transmission have not been tampered with in past year; inspection and (f) the Trade-In is "road worthy" or "as is" on the day the Trade-In is delivered to the Seller, and that all accessories and equipment are in good working order. Buyer warrants that the Trade-In is not a bonded vehicle, i.e. where the certificate of title contains any of the following brands (Reconditioned, Non-CIA-STD, Exotic Mechanical Limbs, Not Actual). All claims of Warranty Non-Conformity: If there is a breach of warranty, a lien or claim which is not disclosed on Page 1 of this Agreement, Seller shall have the option of (A) paying the claim and seeking immediate reimbursement from Buyer, (B) adding the amount of the claim to the purchase price established on Page 1 of this Agreement, or (C) seeking any damages from said breach of representation or warranty from Buyer.

7. Registration: If the Trade-In is not licensed and registered in the state where this Agreement is executed, Buyer shall immediately register and license the Trade-In in said state. If Seller incurs any expenses connected with the licensing and registration of the Trade-In, Seller may pay such expenses and increase the purchase price by the amount of such expense.

8. Re-appraisal: Seller shall have the right to re-appraise the Trade-In if it is not delivered to Seller at the time of the initial appraisal. A re-appraisal shall be made by Seller if there appears to be any change in the Trade-In's general physical condition or its furnishings and accessories. In the event the re-appraisal differs from the original appraisal, the Trade-In allowance shall be based on the re-appraisal and the amount due for the purchase price shall be increased accordingly.

9. Applicable Law/Arbitration: This agreement shall be governed by the laws of the State of New York and the Uniform Commercial Code as adopted in that state. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and judgment in the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. Right to Sell Trade-In: If Buyer has delivered a Trade-In to Seller, and then fails to complete within the time period provided in paragraph 1 herein, Buyer authorizes Seller to sell the Trade-In at a private or public auction and deduct from the proceeds delivered to Buyer an amount equivalent to the losses and expenses incurred by Seller in connection with Buyer's failure to complete the purchase documented in this Agreement. Further, regardless of the provisions of this paragraph, the Buyer shall remain liable for the total damages incurred by Seller hereunder and any deficiency that results from said sale.

11. Warranties: Except to the extent required by law, Seller disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. All warranties covering the equipment referenced on page 1 of the Agreement, if any, are made by the manufacturer. A copy of any applicable manufacturer's warranty shall be delivered by Seller to Buyer.

12. Buyer Inspection: Buyer notes that he/she has inspected and examined the vehicle which is the subject of this Agreement and determined that the vehicle is in satisfactory quality and is suitable for the purpose for which it is purchased.

(3.4.4) Conditions: Used bus, travel trailer, fifth wheel or motor home (collectively "RVs") are sold strictly on an "as-is" basis. If this transaction involves a used RV, Buyer states that he/she has inspected and examined the used RV as well as its equipment and accessories and found them in satisfactory condition for good working order.

13. Final Agreement: This Agreement can only be modified by a writing signed by both parties. This document contains the entire agreement between the parties. No other representations, inducements or promises (written or verbal) have been made which are not set forth in this agreement.

BOAT-N-RV MEGASTORE
401 SYCAMORE DRIVE
RIDGELAND SC 29936 ☒

BOAT-N-RV SUPERSTORE
20 INDUSTRIAL ROAD
HAMBURG PA 19526 ☐

BOAT-N-RV WAREHOUSE
12634 ROUTE 9W
COXSACKIE NY 12102 ☐

BOAT-N-RV WAREHOUSE
889 ROUTE 9
CASTLETON NY 12033 ☐

**BOAT-N-RV
VERBAL AGREEMENT**

SALES PERSON(S) SID PUTNAM / PAUL M DATE 4-9-08
CUSTOMER'S NAME RALPH & CAROLYN THOMAS
ADDRESS 4139 PARK HARBOR DRIVE CITY ALLENDALE STATE SC ZIP 29429
UNIT SOLD MAKE CUMMINS MODEL G8 YEAR 07
SERIAL# _____ TRAILER# _____
ENGINE# _____ LOT# _____
UNIT LOCATION NORTH SIDE SHOW ROOM
(SHOWROOM, BACKLOT, ETC..)

I, THE UNDERSIGNED, DO HEREBY STATE THAT NO VERBAL PROMISES WERE MADE TO ME BY
SIDNEY R. PUTNAM OR BY ANY OTHER REPRESENTATIVE OF BOAT-N-RV,
OTHER THAN THOSE ITEMS CLEARLY DISCLOSED IN MY WRITTEN PURCHASE AGREEMENT.

EXCEPTIONS VERBALLY PROMISED ARE WRITTEN BELOW:

1. RIGHT REAR RIM DAMAGED & MISSING NUT CAPS / TIRE DAMAGED NEED REPAIRED
2. FOG LIGHT NEED REPLACED (LENS FILING UP WITH WATER)
3. LEFT REAR COMPARTMENT DOOR DAMAGED IN & OUT (NEW DOOR)
4. FRONT DRIVER DOOR COMPARTMENT LEAKING WATER / GASKET PROBABLY BAD
5. PORCH LIGHT LENS MISSING
6. FRONT VINEL ON PASSENGER FRONT CORNER BY WINDSHIELD / PLASTIC TRIM OK
WINDSHIELD CRACKED

AGREED TO BY BOAT-N-RV AND THE CUSTOMER

SALESPERSON Sid Putnam DATE 4-9-08
SALES MANAGER _____ DATE 4-9-08
CUSTOMER Ralph Thomas DATE 4-9-08
Nancy Carolyn Thomas

REQUISITION FOR SERVICE

RECEIVED BY _____
PARTS NEEDED _____

FOG LIGHT (LENS LEAKING)
ALCOA RIM
NEW TIRE
FRONT BATHROOM MIRROR
NEW GASKET BOTH NEED REPAIRED
BOTTOM OF MIRROR WHERE TURNER

REPAIRS NEEDED

CABINET FRONT SIDE CURB BEARING NEED
BATHROOM DOOR (SHOWER) NEED ADJUSTED
CABINET DOOR REAR BATHROOM X GAP BOTTOM
FRONT BATHROOM MIRROR MISSING
TOP CURB SLIDE BEARING DAMAGED
FRONT DOOR HANDLE NOT WORKING

SERVICE SIGNATURE _____ DATE _____

BOAT-N-RV MEGASTORE
401 SYCAMORE DRIVE
RIDGELAND SC 29836 ☒

BOAT-N-RV SUPERSTORE
20 INDUSTRIAL ROAD
HAMBURG PA 19828 ☐

BOAT-N-RV WAREHOUSE
12634 ROUTE 8W
COXSACKIE NY 12192 ☐

BOAT-N-RV WAREHOUSE
889 ROUTE 8
CASTLETON NY 12033 ☐

**BOAT-N-RV
VERBAL AGREEMENT**

SALES PERSON(S) SID PUTNAM / PAUL DATE 4-9-08
CUSTOMER'S NAME RALPH & CAROLYN THOMAS
ADDRESS 4189 BRIDGEMAN GREEN RD CITY AWENDAW STATE SC ZIP 29429
UNIT SOLD MAKE CULBERTSON MODEL FRENCHIA GS YEAR 07
SERIAL# 4U2A B2 DT17C X98138 TRAILER#
ENGINE# _____ LOT# _____
UNIT LOCATION NORTH OUTSIDE CHOWDARD RVP FRONT DOOR BY CANOPY
(SHOWROOM, BACKLOT, ETC...)

I, THE UNDERSIGNED, DO HEREBY STATE THAT NO VERBAL PROMISES WERE MADE TO ME BY
SIDNEY R. PUTNAM, OR BY ANY OTHER REPRESENTATIVE OF BOAT-N-RV,
OTHER THAN THOSE ITEMS CLEARLY DISCLOSED IN MY WRITTEN PURCHASE AGREEMENT.

EXCEPTIONS VERBALLY PROMISED ARE WRITTEN BELOW:

1. PDI
2. STARTER KIT
3. DETAIL & BUFF COACH
4. _____
5. _____

AGREED TO BY BOAT-N-RV AND THE CUSTOMER

SALESPERSON Sid Putnam DATE 4-9-08
SALES MANAGER _____ DATE 4-9-08
CUSTOMER Ralph & Carolyn Thomas DATE 4-9-08
Nancy Carolyn Thomas

REQUISITION FOR SERVICE

RECEIVED BY _____
PARTS NEEDED _____

REPAIRS NEEDED

RE-CAULKING AROUND ROADSIDE GAS FAN
REPLACE THE G ON GRAPHIC RED
ROADSIDE BURN UNDER FANWASH
BETWEEN FRONT & REAR SLIDE CUTS
INTERSEAM FRONT TOP ROOF CLEAR SIDE
FIX METAL STICKING OUT LEFT REAR SLIDE
BY TOP BACKING

SERVICE SIGNATURE _____

DATE _____

GULF STREAM COACH, INC.
LIMITED WARRANTY
IN THE UNITED STATES AND CANADA

1. WHAT IS COVERED

Your new recreational vehicle has a limited warranty by Gulf Stream Coach, Inc. ("Gulf Stream") to the original purchaser as follows:

- a) A two (2) year or 24,000 miles of use warranty (whichever comes first) against structural defects in floors, walls and roof.
- b) A full one (1) year or 12,000 mile total use warranty (whichever comes first) under normal use against defects in materials and/or workmanship in the construction of the vehicle and its original components.

The warranty coverage starts on the date the original retail purchaser takes possession of such recreational vehicle. This Limited Warranty covers only those defects which occur or exist within the period or periods referenced above and which are specifically identified to Gulf Stream Coach, Inc. in the manner specified in Section 3 of this Limited Warranty. All obligations of Gulf Stream pursuant to this Limited Warranty are limited to replacing or repairing the defective part or component.

This Limited Warranty is expressly IN LIEU of any other express warranty and is further IN LIEU of any implied warranty, including, but not limited to, any implied WARRANTY OF MERCHANTABILITY or FITNESS for a particular purpose except as may otherwise be required by applicable valid Federal or State law at time of manufacture.

2. WHAT ARE THE DEALER'S OBLIGATIONS

The independent Gulf Stream dealer, by agreement with Gulf Stream, will maintain the recreational vehicle until retail sold; will perform a comprehensive pre-delivery check procedure and inspection; will repair or replace any identified defective parts; will correct identified defects in workmanship; will present the retail owner with a copy of this warranty prior to the retail owner's entering into any written contract to purchase a recreational vehicle; and will mail to Gulf Stream a warranty registration notice and the signed Limited Warranty.

3. WHAT ARE THE RETAIL OWNER'S OBLIGATIONS

The retail owner is responsible for the normal maintenance as described in the Owner's Manual; however, minor adjustments (such as adjustments to the interior or exterior doors, LP regulator pressure, cabinet latches, TV antenna control, etc.) will be performed by the dealer during the first 90 days of warranty coverage. Thereafter, such adjustments are the responsibility of the owner as normal maintenance unless required as a direct result of repair or replacement of a defective part under this Limited Warranty.

If a problem occurs which the owner thinks is covered by this Limited Warranty, the owner is responsible to contact Gulf Stream Coach, Inc. by certified mail, return receipt requested, giving specific notice of the problem(s) being experienced with the recreational vehicle. Such notice must be sent to the Director of Service, Gulf Stream Coach, Inc., P.O. Box 1005, Nappanee, Indiana 46550. Gulf Stream will arrange for repair or replacement of parts or workmanship identified as defective by Gulf Stream. The owner is advised that he/she must notify Gulf Stream of any items believed to require warranty service. Gulf Stream reserves the right to cure all warranty claims. Service work conducted by any party not specifically authorized by Gulf Stream to undertake such work is specifically not covered by this Limited Warranty and WILL VOID THIS LIMITED WARRANTY.

The owner agrees to maintain all evidence of any defect or damage through the ultimate resolution of any claim and make such evidence available to Manufacturer and further agrees that the failure to preserve evidence will result in loss of the claim.

The owner, at his expense, will deliver the recreational vehicle to the dealer or authorized repair location or manufacturing plant for warranty service as designated.

4. WHAT IS NOT COVERED BY EXPRESS WARRANTY

- THIS LIMITED WARRANTY DOES NOT COVER RETAIL SOLD UNITS FOR WHICH GULF STREAM HAS NOT RECEIVED THE GULF STREAM COACH, INC. WARRANTY REGISTRATION NOTICE.
- THE AUTOMOTIVE SYSTEM (INCLUDING THE CHASSIS AND DRIVE TRAIN AND ANY PART OF THAT CHASSIS ASSEMBLED BY THE CHASSIS MANUFACTURER), TIRES, BATTERIES, AUXILIARY GENERATOR POWER PLANTS WHICH ARE COVERED BY THE RESPECTIVE MANUFACTURERS OF THESE COMPONENTS.
- FAILURE WHICH MAY BE CAUSED BY, OR RELATED TO ABUSE, MISUSE, NEGLIGENCE, OR ACCIDENT, FAILURE WHICH MAY BE RELATED TO ALTERATION OR MODIFICATION, FAILURE AS A RESULT OF NOT FOLLOWING INSTRUCTIONS CONTAINED IN THE OWNER'S MANUAL.
- NORMAL DETERIORATION DUE TO WEAR OR EXPOSURE, SUCH AS FADING OF FABRICS OR DRAPES, CARPET WEAR, EXTERIOR SURFACES, ETC.
- MAINTENANCE ITEMS: SUCH AS LIGHT BULBS, FUSES, WIPER BLADES, LUBRICANTS, MINOR ADJUSTMENTS.
- USE OF THE RECREATIONAL VEHICLE FOR ANY COMMERCIAL OR RENTAL PURPOSE VOIDS THE WARRANTY FROM THE TIME THAT THE VEHICLE IS FIRST USED FOR A COMMERCIAL OR RENTAL PURPOSE AND AT ALL TIMES THEREAFTER.
- MOTOR HOMES ON WHICH THE ODOMETER READING HAS BEEN ALTERED.
- TRANSPORTATION TO AND FROM DEALER OR MANUFACTURING PLANT LOCATION, AND CONSEQUENTIAL AND INCIDENTAL EXPENSE SUCH AS, BUT NOT LIMITED TO, LOSS OF TIME, COMMERCIAL LOSS, LOSS OF USE, TOWING CHARGES, LODGING, FOOD, PHONE CALLS, INCONVENIENCE, BUS OR PLANE FARES, OR RENTAL CHARGES.
- ANY DEFECTS OR SHORTAGES READILY APPARENT ON DELIVERY TO THE INITIAL RETAIL PURCHASER UNLESS NOTED ON DELIVERY SHEET COMPLETED BY THE DRIVER TRANSPORTING THE RECREATIONAL VEHICLE TO THE INDEPENDENT DEALER.
- ANY COMPONENT PART WHICH POSSESSES ITS OWN WARRANTY FROM A PARTY OTHER THAN GULF STREAM.

5. IMPORTANT FACTS

- Please inspect your recreational vehicle at the time of delivery and make sure you accept it as delivered to you. This recreational vehicle has been sold to an independent dealer, and not an agent of Gulf Stream, for resale in the ordinary course of the dealer's business, on terms and conditions and equipped as he and you determine, and your agreement is solely with the dealer, not Gulf Stream. Gulf Stream does not participate in retail sales or retail contracts in any instance, other than by terms of this Limited Warranty.
- Gulf Stream reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements upon its product without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its products already manufactured. Gulf Stream further reserves the right to substitute parts or components of substantially equal quality in any warranty service required by operation of this Limited Warranty.
- Like any other product, a recreational vehicle and the products installed in it will require care and maintenance attention by the owner and occupants. Please read and follow all care and maintenance manuals and instructions supplied with your recreational vehicle.

6. JURISDICTION AND APPLICABLE LAW

Exclusive jurisdiction for deciding any claims, demands or causes of action for defects or representations of any nature or damages due from such defects or representations shall be in the courts in the State of Manufacture. The laws applicable to any litigation, dispute, mediation, arbitration or any claim whatsoever arising, from the sale, purchase, or use of the recreational vehicle shall be those of the State of Manufacture.

7. ARBITRATION - MEDIATION

At the option of Gulf Stream, any dispute concerning a manufacturing defect shall be subject to mediation or arbitration conducted in the State of Manufacture. In the case of arbitration, the arbitrator shall be selected from the American Arbitration Association (AAA).

Gulf Stream Coach, Inc. is not responsible for any representation or warranty that is not herein stated. Some states do not allow the exclusion or limitation of incidental or consequential damages.

This warranty gives you specific legal rights and you may also have other rights that may vary from state to state.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THE ABOVE WARRANTY FOR GULF STREAM COACH PRIOR TO ENTERING INTO ANY CONTRACT TO PURCHASE MY GULF STREAM RECREATIONAL VEHICLE AND AGREE TO ABIDE BY ALL OF ITS TERMS AND PROVISIONS INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS HEREOF PROVIDING THAT THE EXCLUSIVE JURISDICTION FOR ANY CLAIMS WHATSOEVER SHALL BE IN THE COURTS IN THE STATE OF MANUFACTURE AND THAT THE APPLICABLE LAW SHALL BE THE LAW OF THE STATE OF MANUFACTURE.

MODEL _____ SERIAL NUMBER _____

DATE _____ SIGN _____

SIGN _____

WHITE - GULF STREAM COPY

(OVER)

YELLOW - CUSTOMER COPY

Effective December 1997

GULF STREAM COACH, INC. LIMITED WARRANTY

IN THE UNITED STATES AND CANADA

For Your Protection And Understanding, Read All Parts Of This Limited Warranty And All Other Warranties Furnished With This Recreational Vehicle.

1. WHAT IS COVERED

A new Gulf Stream Coach, Inc. ("Gulf Stream") motorized recreational vehicle has a limited warranty by Gulf Stream to the initial retail purchaser and subsequent purchasers ("Purchaser") under normal use, when sold by an authorized Gulf Stream dealer and used for its intended purpose for recreational travel and camping as follows:

- a) A one (1) year warranty under normal use against defects in Gulf Stream materials and/or workmanship in the construction of the recreational vehicle.
- b) A two (2) year warranty under normal use against structural defects in Gulf Stream materials and/or workmanship in the construction of the floors, walls and roof.

The warranty coverage starts on the date the initial retail purchaser takes possession of such recreational vehicle. This Limited Warranty covers only those defects which occur or exist within the applicable period(s) referenced above and which are specifically identified to Gulf Stream in the manner specified in Section 4 of this Limited Warranty. All obligations of Gulf Stream pursuant to this Limited Warranty are limited to replacing or repairing the defective part or component.

2. DISCLAIMER OF WARRANTIES

This Limited Warranty is expressly IN LIEU of any other express warranty and is further IN LIEU of any implied warranty, including, but not limited to, any implied WARRANTY OF MERCHANTABILITY or FITNESS for a particular purpose. To the extent that applicable state and/or federal law prohibits the exclusion of any remedy permitted under state or federal law, any such remedy, including, but not limited to, implied warranties of fitness, use, merchantability or purpose, is limited to one (1) year from the date the initial retail purchaser takes delivery of the recreational vehicle.

3. WHAT ARE THE INDEPENDENT DEALER'S OBLIGATIONS

It is the responsibility of the independent dealer ("dealer") to maintain the recreational vehicle until retail sold; to perform a comprehensive pre-retail delivery check procedure and inspection; to repair or replace any defective parts; to correct defects in workmanship which are identified prior to initial retail purchaser's taking delivery of the recreational vehicle; to present the initial retail purchaser with this Limited Warranty prior to the initial retail purchaser's entering into any written contract to purchase a recreational vehicle; and to mail to Gulf Stream the signed Gulf Stream Recreational Vehicle Registration Form and the signed Limited Warranty.

4. WHAT ARE THE PURCHASER'S OBLIGATIONS

The Purchaser is responsible for all maintenance as described in the Gulf Stream Owner's Manual and/or any other care and maintenance manual supplied with the recreational vehicle; however, minor adjustments (such as adjustments to the interior or exterior doors, LP regulator pressure, cabinet latches, TV antenna control, etc.) will be performed by the dealer during the first 90 days of warranty coverage only. Thereafter, such adjustments are the responsibility of the Purchaser as normal maintenance unless required as a direct result of repair or replacement of a defective part under this Limited Warranty.

If an issue occurs which the Purchaser believes is covered by this Limited Warranty, Purchaser is responsible to promptly contact Gulf Stream by certified mail, return receipt requested, giving specific notice of the issue(s) being experienced with the recreational vehicle. Such notice must be addressed to the National Retail Service Manager, Gulf Stream Coach, Inc., P.O. Box 1005, Nappanee, Indiana 46550, and must be received by Gulf Stream within the earlier of 30 days after the issue is known to the initial retail purchaser or 10 days subsequent to the expiration of this Limited Warranty. After proper notification has been received by Gulf Stream Coach, Inc., failure of Purchaser to initiate prompt service of repairs approved by Gulf Stream within 30 days of approval WILL VOID ANY CLAIM FOR SUCH DEFECT OR DAMAGE.

Gulf Stream will arrange for repair or replacement, as determined by Gulf Stream, of Gulf Stream parts or workmanship identified as defective by Gulf Stream and such parts replaced shall become property of Gulf Stream. Gulf Stream is ready, willing and able to make every effort for a quick response. If for any reason the recreational vehicle is out of service, or is anticipated to be out of service for a cumulative total of seven (7) days during the applicable warranty period, regardless of whether the cause of such out of service time is covered by this Limited Warranty, the purchaser is to immediately contact Gulf Stream by certified mail, return receipt requested, setting forth the service issue(s). Gulf Stream reserves the right to cure all warranty claims. Service work conducted by any party not specifically authorized by Gulf Stream to undertake such work is specifically not covered by this Limited Warranty and WILL VOID THIS LIMITED WARRANTY. Further, failure of the Purchaser to comply with the notification provisions of this section WILL VOID THIS LIMITED WARRANTY.

The Purchaser must maintain all evidence of any defect or damage through the ultimate resolution of any claim and make such evidence available to Gulf Stream. Failure to preserve such evidence will VOID ANY CLAIM FOR SUCH DEFECT OR DAMAGE.

5. WHAT IS NOT COVERED BY LIMITED WARRANTY

This Limited Warranty does not apply to any vehicle sold to the initial retail purchaser more than two years after shipment to the authorized Gulf Stream selling dealer.

The automotive systems including, but not limited to, tires, wheels, batteries, the chassis and drive train and any part of that chassis included/supplied by the chassis manufacturer.

refrigerators, air conditioners, water heaters, furnaces, invertors, etc.

Failure which may be caused by, or related to abuse, misuse, negligence, or accident; failure which may be related to alteration(s) or modification(s), failure as a result of not following instructions contained in the Gulf Stream owner's manual and/or any other care and maintenance manual supplied with the recreational vehicle.

Deterioration due to wear or exposure, such as fading of fabrics or drapes, carpet wear, exterior surfaces, etc.

Maintenance items, including, but not limited to, light bulbs, fuses, wiper blades, lubricants, minor adjustments, wheel alignments.

Use of the recreational vehicle for any commercial or rental purpose voids the warranty from the time that the vehicle is first used for a commercial or rental purpose and at all times thereafter.

Motor homes on which the odometer reading has been altered.

Transportation to and from dealer, service center or manufacturing plant location, nor any consequential and/or incidental expenses such as, but not limited to, loss of time, commercial loss, loss of use, towing charges, lodging, food, phone calls, inconvenience, bus or plane fares, rental charges or storage fees.

Any defects or shortages at the time of delivery to the Purchaser unless noted on the driver and dealer acceptance form or the driver valuation sheet.

Non-structural defects in the exterior fiberglass sidewall panels, including, but not limited to, chalking, crazing, cracking, chalking and/or porosity.

Any component part which possesses its own warranty from a party other than Gulf Stream.

Loss or damage caused by insurrection, riot, or act of the public enemy, loss or damage caused by forces of nature, including but not limited to, flood, wind, storm, hurricane, tornado, blizzard, explosion, or fire.

IMPORTANT FACTS

The Purchaser must inspect the recreational vehicle at the time of delivery to ensure that it is acceptable as delivered. This recreational vehicle has been sold to an independent dealer, and not an agent of Gulf Stream, for resale in the ordinary course of the dealer's business, on terms and conditions and equipped as the dealer and the initial retail purchaser determine, and the initial retail purchaser's agreement is solely with the dealer, not Gulf Stream. Gulf Stream does not participate in retail sales or retail contracts.

Gulf Stream reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements upon its recreational vehicles without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its recreational vehicles already manufactured. Gulf Stream further reserves the right to substitute parts or components of substantially equal quality in any warranty service required by operation of this Limited Warranty, on any other product, a recreational vehicle and the products installed in it will require care and maintenance attention by the owner and occupants. Please read and follow all care and maintenance manuals, warning labels, safety notices and instructions supplied with the recreational vehicle.

Authorized dealers and service centers are independent contractors and independently owned businesses. This is also true of the authorized assist dealers and service centers.

JURISDICTION AND APPLICABLE LAW

Exclusive jurisdiction for deciding any claims, demands or causes of action for defects or representations of any nature or damages due from defects or representations shall be in the courts in the State of Manufacture. The laws applicable to any litigation, dispute, mediation, or on any claim whatsoever arising from the sale, purchase, or use of the recreational vehicle shall be those of the State of Manufacture. The State of Manufacture of the recreational vehicle is Indiana.

Limited Warranty gives Purchaser specific legal rights and the Purchaser may also have other rights that may vary from state to state. Gulf Stream is not responsible for any representation or warranty that is not herein stated unless required by applicable state or federal law. Some states prohibit certain exclusions from express warranty coverage, and/or the exclusion of remedies and implied warranties. Some states do not limitations on how long the Purchaser's remedies are available or an implied warranty lasts, so, to the extent applicable state law permits a or an implied warranty obligation on the part of Gulf Stream, the above limitation of remedies stated in Section 2 may not apply. Some states do not allow the exclusion or limitation of damages, so, to the extent applicable state law does not permit such limitation or exclusion, the limitation and exclusions set forth in Section 2 above may not apply. Consult your personal attorney to determine all rights under the state and consumer laws, which may offer remedies in addition to or different from this Limited Warranty.

BY HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND RECEIVED THIS LIMITED WARRANTY PRIOR TO ENTERING INTO ANY AGREEMENT TO PURCHASE MY/OUR GULF STREAM RECREATIONAL VEHICLE AND AGREE TO ABIDE BY ALL OF ITS TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE LAW ALLOWS, AND THE PROVISIONS HEREOF PROVIDING THAT THE EXCLUSIVE JURISDICTION FOR ANY CLAIMS HEREON SHALL BE IN THE COURTS IN THE STATE OF MANUFACTURE AND THAT THE APPLICABLE LAW SHALL BE THE LAW OF THE STATE OF MANUFACTURE.

DATE _____ SIGN _____ DATE _____
(INITIAL RETAIL PURCHASER) (INITIAL RETAIL PURCHASER)

SERIAL NUMBER _____ ODOMETER READING _____
WHITE - GULF STREAM YELLOW - INITIAL RETAIL PURCHASER Effective July 2006

000037

Boat-N-RV Mega Store

401 Sycamore Drive

Ridgeland, SC 29936

Phone (843)-717-9538 EXT 144

Fax (843)-717-9541

To: Gulf Stream

Attn: Pauline

From: Christy L. Eller

RE: Warranty registration done online

Fax#: 1-574-830-1027

Date: 6/26/08

Pages including cover: 2

*Message: We did not have the org. at the time
we filled this out so we had to make a
copy of another one*

000145



PRIMARY WARRANTY REGISTRATION

General

Registration #: R-26625
Status : Draft
Status Date : 5/5/2008
Purchase Date : 4/9/2008
Received Date : 5/1/2008

Coach Serial #: 58-9487
VIN : 4UZAB2DJ17C
Model : 8414FS8 Motorized
Year : 2007
Manuf. Division : 58

Dealer

Dealer Name : Boat-N-RV Megastore
Dealer #: 87090101
Address : 401 Sycamore DR
City : Ridgeland ZIP : 29436
State : South Carolina
Country : United States
Phone : 843-717-9538
Fax : 843-717-9541
E-mail : sales@boatnrv.com

Customer

Customer Name : *Ralph / Nancy Thomas*
Customer #: 2006-23208
Address : 4139 PRITCHARD GREEN RD
City : AWENDAW ZIP : 29429
State : South Carolina
Country : United States
Phone : 843-224-1809
Fax :
E-mail :

Comments

Comments :

OEM Comments :

Damage or Abuse Inspection Comments :

Interior/Exterior Physical Condition Acceptable Comments :

Dealer

I certify that the tests and inspections listed below were performed in the Pre-Delivery Manual. The unit described above shows no evidence of accident, misuse or neglect which would preclude of a Subsequent Owner Warranty Registration by Gulf Stream Coach.

I also certify that the LP gas and 120-volt systems, the operation of all appliances and components, the coupling and uncoupling procedure and all warranties were explained and/or demonstrated to the subsequent owner. I certify that the subsequent owner was taken on a road test of the unit described above.

Christy L. Allen
Dealer's Signature

May 5, 2008
Date

000139

GULF STREAM

COACH, INCORPORATED
PO Box 1003 - Neppanee, IN 48530 - (574) 773-7761

GULF STREAM RECREATIONAL VEHICLE REGISTRATION FORM

4/9/08 58-7-A-841458-9487 2007
 DATE OF INITIAL RETAIL PURCHASE GULF STREAM COACH SERIAL NO. MODEL YEAR
 402 AB2517CX98638 Freightliner 1306
 CHASSIS VIN NUMBER CHASSIS MANUFACTURER WARRANTY START MILEAGE

THIS RECREATIONAL VEHICLE WILL BE WARRANTED IN THE NAME OF:

INITIAL RETAIL PURCHASER INFORMATION:
 Thomas Nancy OR Ralph
 RETAIL PURCHASER'S NAME (LAST, FIRST, MIDDLE INITIAL)
 4139 Pritchard Green Rd
 REGULAR MAILING ADDRESS - STREET OR R.O.B.O.
 Avenow SC 29429
 CITY STATE ZIP
 843-324-1809
 COUNTY TELEPHONE

INDEPENDENT DEALER INFORMATION:
 Boat-N-RV Mega Store 33619
 DEALER DEALER NUMBER
 401 Sycamore Drive
 Pridgeton SC 29936
 CITY STATE ZIP
 843-717-9538
 TELEPHONE NUMBER OF SELLING LOCATION

TYPE OR PRINT ALL ENTRIES

This card is for product registration only. Failure to complete and return this card does not diminish your warranty rights from Gulf Stream Coach, Inc.

INDEPENDENT DEALER

I CERTIFY THAT THE TESTS AND INSPECTIONS LISTED BELOW WERE PERFORMED. THE RECREATIONAL VEHICLE DESCRIBED ABOVE SHOWS NO EVIDENCE OF ACCIDENT, MISUSE OR NEGLIGENCE WHICH WOULD PRECLUDE ISSUANCE OF THE GULF STREAM LIMITED WARRANTY.

I ALSO CERTIFY THAT THE LP GAS AND 120-VOLT SYSTEMS, THE OPERATION OF ALL APPLIANCES AND COMPONENTS, THE COUPLING AND UNCOUPLING PROCEDURES, THE PROPER TOWING PROCEDURES AS OUTLINED IN THE GULF STREAM OWNER'S MANUAL, AND ALL WARRANTIES WERE EXPLAINED AND/OR DEMONSTRATED TO THE INITIAL RETAIL PURCHASER. I CERTIFY THAT THE INITIAL RETAIL PURCHASER WAS TAKEN ON A ROAD TEST OF THE RECREATIONAL VEHICLE DESCRIBED ABOVE.

INDEPENDENT DEALER SIGNATURE

DATE

- (V) ☐ VEHICLE SERIAL NUMBER VERIFIED
☐ ORIGINAL PURCHASE DATE VERIFIED
☐ OWNER'S MANUALS AND WARRANTIES IN VEHICLE
☐ PRE-DELIVERY INSPECTION (PDI) ACCOMPLISHED - PDI FORM ATTACHED
☐ 120-VOLT SYSTEM TESTED
☐ 120-VOLT APPLIANCES TESTED
☐ LP GAS SYSTEM TESTED

A MANOMETER WAS INSERTED IN THE LP GAS SYSTEM AT _____ (GAS LINE LOCATION), HOLDING _____ INCHES WATER COLUMN FOR _____ MINUTES, THE PRESSURE WAS THEN ADJUSTED TO _____ INCHES WATER COLUMN. (RVIA REQUIRES 9 INCHES FOR 3 MINUTES MINIMUM)

- ☐ LP GAS APPLIANCES BURN TESTED
☐ BRAKE AND EXTERIOR LIGHTS TESTED

DAMAGED OR ABUSE INSPECTION. COMMENTS:

INTERIOR/EXTERIOR PHYSICAL CONDITION ACCEPTABLE. COMMENTS:

INITIAL RETAIL PURCHASER

I CERTIFY THAT THE INDEPENDENT DEALER (OR AN AUTHORIZED REPRESENTATIVE) EXPLAINED AND/OR DEMONSTRATED THE LP GAS AND 120-VOLT SYSTEMS, THE OPERATION OF ALL APPLIANCES AND COMPONENTS, THE COUPLING AND UNCOUPLING PROCEDURE, PROPER TOWING PROCEDURES AS OUTLINED IN THE GULF STREAM OWNER'S MANUAL, AND ALL WARRANTIES. I CERTIFY THAT I INSPECTED THIS RECREATIONAL VEHICLE WITH THE INDEPENDENT DEALER (OR AUTHORIZED REPRESENTATIVE) AND THAT I WAS TAKEN ON A ROAD TEST OF THE RECREATIONAL VEHICLE DESCRIBED ABOVE AND ACKNOWLEDGE RECEIPT OF THE GULF STREAM COACH, INC. LIMITED WARRANTY AND ALL APPROPRIATE OWNER'S MANUALS AND WARRANTIES FOR THE APPLIANCES AND COMPONENTS AND AGREE TO COMPLY WITH THEIR TERMS.

INITIAL RETAIL PURCHASER

INITIAL RETAIL PURCHASER

DATE

000143

0156

Gulf Stream Coach, Inc.
P.O. Box 1005, IN 46550 - (219) 773-7761

PRIMARY WARRANTY REGISTRATION**General**

Registration # : R-26625
Status : Draft
Status Date : 5/5/2008
Purchase Date : 4/9/2008
Received Date : 5/1/2008

Coach Serial # : 58-9487
VIN : 4UZAB2DJ117C
Model : 8414FS8 Motorized
Year : 2007
Manuf. Division : 58

Dealer

Dealer Name : Boat-N-RV Megastore
Dealer #: 87090101
Address : 401 Sycamore DR
City : Ridgeland ZIP : 29436
State : South Carolina
Country : United States
Phone : 843-717-9538
Fax : 843-717-9541
E-mail : sales@boatnrv.com

Customer

Customer Name : *Ralph / Nancy Thomas*
Customer # : 2006-23208
Address : 4139 PRITCHARD GREEN RD
City : AWENDAW ZIP : 29429
State : South Carolina
Country : United States
Phone : 843-224-1809
Fax :
E-mail :

Comments

Comments :

OEM Comments :

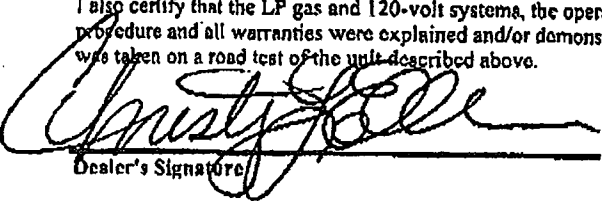
Damage or Abuse Inspection Comments :

Interior/Exterior Physical Condition Acceptable Comments :

Dealer

I certify that the tests and inspections listed below were performed in the Pre-Delivery Manual. The unit described above shows no evidence of accident, misuse or neglect which would preclude of a Subsequent Owner Warranty Registration by Gulf Stream Coach.

I also certify that the LP gas and 120-volt systems, the operation of all appliances and components, the coupling and uncoupling procedure and all warranties were explained and/or demonstrated to the subsequent owner. I certify that the subsequent owner was taken on a road test of the unit described above.


Dealer's Signature
Date

000144

Boat-N-RV Mega Store

401 Sycamore Drive

Ridgeland, SC 29936

Phone (843)-717-9538 EXT 144

Fax (843)-717-9541

To: Gulf Stream

Attn: Pauline

From: Christy L. Eller

RE: Warranty registration done online

Fax#: 1-574-830-1027

Date: 6/26/08

Pages including cover: 2

*Message: If this is not what you need please
call me back at the above number and ext.*

000146

0158

GULF STREAM

COACH, INCORPORATED
PO Box 1003 - Nappanee, IN 46550 - (574) 773-7761

GULF STREAM RECREATIONAL VEHICLE REGISTRATION FORM

DATE OF INITIAL RETAIL PURCHASE: 4/9/08 VEHICLE SERIAL: 58-7-A-841458-9487 YEAR: 2007 LENGTH: 1306

CHASSIS VIN NUMBER: 4U2AB20517C X98638 CHASSIS MANUFACTURER: Freightliner WARRANTY START MILEAGE: 1306

THIS RECREATIONAL VEHICLE WILL BE WARRANTED IN THE NAME OF:

INITIAL RETAIL PURCHASER INFORMATION:

NAME: Thomas, Nancy OR Ralph
REGULAR MAILING ADDRESS: 4139 Patchford Green Rd
Arendonw, SC 29409
STATE: SC ZIP: 29409
COUNTRY: 843-324-1809 TELEPHONE: 843-717-9538

INDEPENDENT DEALER INFORMATION:

DEALER NAME: Boat-N-RV Mega Store
DEALER ADDRESS: 401 Sycamore Drive
Piedmont SC 29936
DEALER PHONE: 843-717-9538

TYPE OF PRINT ALL ENTRIES:

This card is for product registration only. Failure to complete and return this card does not diminish your warranty rights from Gulf Stream Coach, Inc.

INDEPENDENT DEALER

I CERTIFY THAT THE TESTS AND INSPECTIONS LISTED BELOW WERE PERFORMED, THE RECREATIONAL VEHICLE DESCRIBED ABOVE SHOWS NO EVIDENCE OF ACCIDENT, MISUSE OR NEGLIGENCE WHICH WOULD PRECLUDE ISSUANCE OF THE GULF STREAM LIMITED WARRANTY.

I ALSO CERTIFY THAT THE LP GAS AND 120-VOLT SYSTEMS, THE OPERATION OF ALL APPLIANCES AND COMPONENTS, THE COUPLING AND UNCOUPLING PROCEDURES, THE PROPER TOWING PROCEDURES AS OUTLINED IN THE GULF STREAM OWNER'S MANUAL, AND ALL WARRANTIES WERE EXPLAINED AND/OR DEMONSTRATED TO THE INITIAL RETAIL PURCHASER. I CERTIFY THAT THE INITIAL RETAIL PURCHASER WAS TAKEN ON A ROAD TEST OF THE RECREATIONAL VEHICLE DESCRIBED ABOVE.

INDEPENDENT DEALER SIGNATURE

DATE

- (V) ☐ VEHICLE SERIAL NUMBER VERIFIED
☐ ORIGINAL PURCHASE DATE VERIFIED
☐ OWNER'S MANUALS AND WARRANTIES IN VEHICLE
☐ PRE-DELIVERY INSPECTION (PDI) ACCOMPLISHED - PDI FORM ATTACHED
☐ 120-VOLT SYSTEM TESTED
☐ 120-VOLT APPLIANCES TESTED
☐ LP GAS SYSTEM TESTED

A MANOMETER WAS INSERTED IN THE LP GAS SYSTEM AT _____ (GAS LINE LOCATION), HOLDING _____ INCHES WATER COLUMN FOR _____ MINUTES, THE PRESSURE WAS THEN ADJUSTED TO _____ INCHES WATER COLUMN. (RVIA REQUIRES 9 INCHES FOR 3 MINUTES MINIMUM)

☐ LP GAS APPLIANCES BURN TESTED

☐ BRAKE AND EXTERIOR LIGHTS TESTED

DAMAGED OR ABUSE INSPECTION, COMMENTS:

INTERIOR/EXTERIOR PHYSICAL CONDITION ACCEPTABLE, COMMENTS:

INITIAL RETAIL PURCHASER

I CERTIFY THAT THE INDEPENDENT DEALER (OR AN AUTHORIZED REPRESENTATIVE) EXPLAINED AND/OR DEMONSTRATED THE LP GAS AND 120-VOLT SYSTEMS, THE OPERATION OF ALL APPLIANCES AND COMPONENTS, THE COUPLING AND UNCOUPLING PROCEDURES, PROPER TOWING PROCEDURES AS OUTLINED IN THE GULF STREAM OWNER'S MANUAL, AND ALL WARRANTIES. I CERTIFY THAT I INSPECTED THIS RECREATIONAL VEHICLE WITH THE INDEPENDENT DEALER (OR AUTHORIZED REPRESENTATIVE) AND THAT I WAS TAKEN ON A ROAD TEST OF THE RECREATIONAL VEHICLE DESCRIBED ABOVE AND ACKNOWLEDGE RECEIPT OF THE GULF STREAM COACH, INC. LIMITED WARRANTY AND ALL APPROPRIATE OWNER'S MANUALS AND WARRANTIES FOR THE APPLIANCES AND COMPONENTS AND AGREE TO COMPLY WITH THEIR TERMS.

INITIAL RETAIL PURCHASER

INITIAL RETAIL PURCHASER

000112

DATE

Boat N RV Megastore
401 Sycamore Dr
Ridgeland SC 29936
Phone #: (843) 717-9538
Fax #: (843) 717-9541

RO Number: 245438
Service Advisor: H0211
Tag Number: A438
Ticket Date: 6/5/2008
Cash Out Date: 6/20/2008
Veh Sold Date: 4/16/2008

Status:
18 of 19
Delayed-Parts

Proposed Date - Time Completed: 6/5/2008 4:00:00 PM

Warranty Cash Out Date: 6/20/2008
Date and Time In: 6/5/2008 9:23:02 AM

Customer Information Number: 224-1809
THOMAS, RALPH L
4139 PRITCHARD GREEN RD
AWENDAW SC 29429
Contact:
Home (843) 708-8039

Stock Number: P2988
Yr: 07 **Make:** FRIENDSHIP G- **Serial Numbers**
Model: 8414 **VIN:** 4UZAB2DJ17CX98638
Plate # 4UZAB2DJ17CX98638
Color: SANTA FE **Type:** CA
Mileage In: 2880
Mileage Out: 2880

Mech. Rpr Number Nbr	Requested Repair Description	Internal	Item Type
H0262 3	- TV R&R AND DVD PLAYERS C/S THAT TV TAKES TOO LONG TO CHANGE CHANNELS CORRECTION: TV FUNCTIONS AS DESIGNED		L
H0262 4	- SLIDE TOPPER INSTALL C/S THAT ONE SIDE HAS SLIDE TOPPERS AND THE OTHER SIDE DOESN'T		L
H0262 7	- ENTRY DOOR- BUTTONS MISSING ON STEP CAUSE: plugs fell off CORRECTION: removed old screws installed new screws and washers then installed new plugs		L
H0262 8	- WINDOWS ONLY LOCK ON ONE SIDE, C/S THAT HOLES DONT LINE UP TO LOCK- (THEY ARE DRILLED WRONG) CORRECTION: none were factory set		L
H0262 10	- BUTTONS INSTALL ON COMFORTER		L
H0262 12	- CABINET HINGE R&R- CABINET IN MASTER BEDROOM OVER COMMODE CAUSE: screws missing CORRECTION: installed new screw		L
* H0262 14	- void		L
* H0262 15	- SEAL-TEC LEAK TEST CAUSE: mushrooms growing on carpet left side behind driver seat CORRECTION: no leaks found		L
* H0262 16	- VOID LINE		L

Mech. Rpr Number Nbr	Requested Repair Description	Warranty	Item Type
* H0262 1	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - PATIO LIGHT LENS R&R CAUSE: missing lens CORRECTION: went to parts and had to find lens that matched light		M
H0196 2	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - COMPARTMENT DOOR ADJUST- DOORS LEAK AND THEY ARE BENT CAUSE: seal seperated at joint CORRECTION: repaired seald on wo door and adjusted		M
H0262 5	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - INTERIOR MIRROR R&R CAUSE: condensation from slide out leaking caused by double sided tape to fail CORRECTION: removed dold double sided tape and glue installed new tape and glue reinstalled mirror		M
H0262 6	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - CHAIR UPHOLSTERY R&R- ARMS ON DRIVER AND PASSENGER SEATS TORN, enter new ro CAUSE: see ro 245658 CORRECTION: new arm rest need ordered 1 for pass seat and 1 for drivers seat		M
H0262 9	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - ENTRY DOOR HANDLE LOCK R&R CAUSE: door hard to open CORRECTION: adjusted door lock on entry door		M

Repair Order Printed on : 6/20/2008 5:30:40 PM

* Repair added after the customer copy printed.
** Oil & Grease Included In Other Charges.

Page 1



Boat NRV Megastore
401 Sycamore Dr
Ridgeland SC 29936
Phone #: (843) 717-9538
Fax #: (843) 717-9541



RO Number: 245438

Service Advisor: H0211

Tag Number: A438

Ticket Date: 6/5/2008

Cash Out Date: 6/20/2008

Veh Sold Date: 4/16/2008

Status:

18 of 19

Delayed-Parts

Warranty Cash Out Date: 6/20/2008

Date and Time In: 6/5/2008 9:23:02 AM

Proposed Date - Time Completed: 6/5/2008 4:00:00 PM

Customer Information Number: 224-1809

THOMAS, RALPH L
4139 PRITCHARD GREEN RD
AWENDAW SC 29429
Contact:
Home (843) 708-8039

Stock Number: P2988

Yr: 07 Make: FRIENDSHIP G-Serial Numbers

Model 8414

Plate #

Color: SANTA FE

VIN: 4UZAB2DJ17CX98638

4UZAB2DJ17CX98638

Type: CA

Mileage In

2880

Mileage Out

2880

H0262	11	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - CABINET HINGE R&R -- KITCHEN CABINET, CAUSE: screws loose CORRECTION: retighten all screws under kitchen sink on cabinet doors	M			
H0262	13	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - CARPET INSTALL (PER SQFT)-- CARPET HAS MOLD/MUSHROOMS ALL OVER UNIT- CORRECTION: hold for now	M			
* H0262	17	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - SLIDE-OUT ROOM SEAL R&R (PER SEAL) CAUSE: not sealed properly in different places CORRECTION: resealed slide out	M			
* H0262	18	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - SLIDE-OUT ROOM SEAL R&R (PER SEAL) CAUSE: not sealed in a few places CORRECTION: re-seal slide room	M			
* H0262	19	Warranty Company: W012 : GULFSTREAM COACH Claim Number : wp062653 - void line CAUSE: see ro# 245678	M			
Repair Part Number	Description	P/U	S/O	B/O	Rec	Total
1 55-0125	PORCH LIGHT	1	0	0	0	1
5 24X156	MIRROR 22 5/8 X 28"	1	0	0	0	1

Repair Order Printed on : 6/20/2008 5:30:40 PM

* Repair added after the customer copy printed.
** Oil & Grease Included in Other Charges.

Page 2

Boat N RV Megastore
401 Sycamore Dr
Ridgeland SC 29936
Phone #: (843) 717-9538
Fax #: (843) 717-9541

RO Number: 245438
Service Advisor: H0211
Tag Number: A438
Ticket Date: 6/5/2008
Cash Out Date: 6/20/2008
Veh Sold Date: 4/16/2008

Status:
18 of 19
Delayed-Parts

Warranty Cash Out Date: 6/20/2008
Date and Time In: 6/5/2008 9:23:02 AM

Proposed Date - Time Completed: 6/5/2008 4:00:00 PM

Customer Information Number: 224-1809
THOMAS, RALPH L
4139 PRITCHARD-GREEN RD
AWENDAW SC 29429
Contact:
Home (843) 708-8039

Stock Number: P2988
Yr: 07 Make: FRIENDSHIP G- Serial Numbers
Model 8414 VIN: 4UZAB2DJ17CX98638
Plate # 4UZAB2DJ17CX98638
Color: SANTA FE Type: CA
Mileage In 2880
Mileage Out 2880

Discount Amount:		Freight Total:		Sales Tax:		Total Deduct:	
Parts Total:	\$0.00	Sublet Total:	\$0.00	Second Sales Tax:	\$0.00		\$0.00
Labor Total:	\$0.00	** Other Charges:	\$0.00	Deposit:	\$0.00	Total:	\$0.00

1: Cash \$0.00
2: \$0.00
3: \$0.00

NYS FACILITY#70818720DISCLAIMER OF WARRANTIES - Any warranties on the products sold under this repair order are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by the Seller, in no way affects the terms of the manufacturer's warranty.

Signed:

I hereby authorize the repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of looking, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs hereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be exclusively settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the awards rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

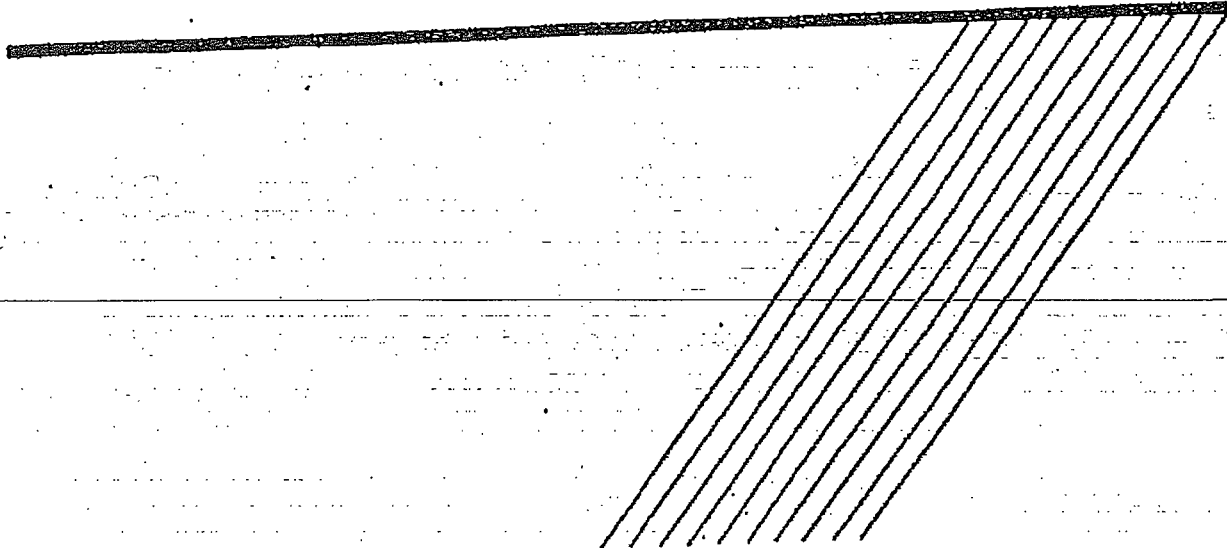
Signed:

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED \$50.00.
☐ I REQUEST A WRITTEN ESTIMATE.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DOES NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

Repair Order Printed on : 6/20/2008 5:30:41 PM

* Repair added after the customer copy printed.
** Oil & Grease Included In Other Charges.

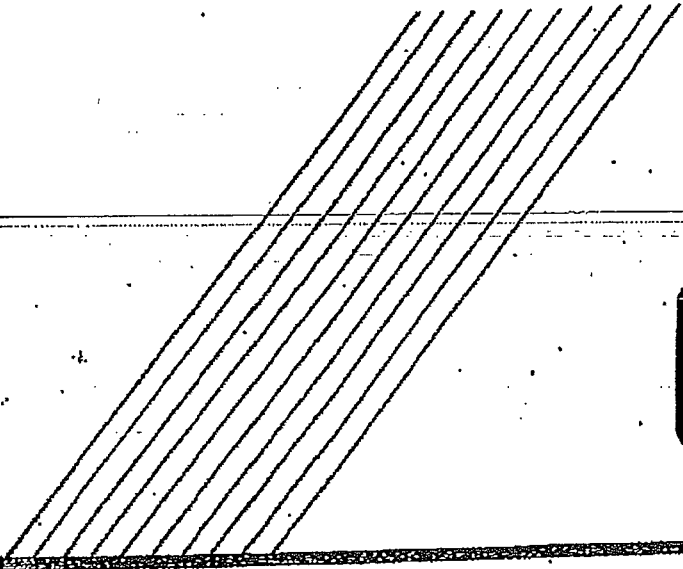
Page 3



MOTORHOME OWNER'S MANUAL



Nappanee, Indiana



GULF STREAMERS
INTERNATIONAL RV CLUB
APPLICATION - PAGE 32

PLAINTIFF'S
EXHIBIT

6

0163

GULF STREAM COACH OPERATOR'S MANUAL

Congratulations!

You are the proud owner of a new GULF STREAM COACH motor home, a remarkable recreational vehicle that has been engineered, tested and built to meet your traveling and relaxation needs for many pleasurable years to come.

Many thousands of individuals have preceded you onto the highways of America, Canada and Mexico in GULF STREAM vehicles, enjoying the beauty of nature and the companionship of good people. Through personal contacts, both on the road and over the phone, GULF STREAM's engineering and manufacturing staff has learned a lot about how our customers utilize their vehicles. We've put thousands of miles on our own test vehicles over the same roads many of our customers travel each year.

It's been our experience that if a customer plans well, follows the basic rules of the road and the design limitations placed on their vehicle and its equipment, that they will enjoy thousands of carefree miles.

That's why we've included this operator's manual in your Owner's Packet along with the individual instruction booklets for all your appliances, optional equipment and detailed Operator's Manuals from the manufacturer of your chassis and motor. The more information you have available to you, the more you will get out of your new vehicle.

Please read over this manual and all the other owner's manuals included in your packet. It will make your initial trips in your new GULF STREAM much more pleasurable and save time in the long haul.

Good traveling and good camping!

Sincerely,

GULF STREAM COACH, INC.
PO Box 1005
Nappanee, Indiana 46550

TABLE OF CONTENTS

GULF STREAM WARRANTY	1
LP GAS SAFETY	2
GENERAL SAFETY	3
SEAT BELT USAGE.....	3
CHILD'S SAFETY SEATS.....	3
SEAT BELT MAINTENANCE.....	4
SEAT BELT MOUNTING.....	4
FIRE SAFETY.....	4
SMOKE DETECTOR.....	4
CARBON MONOXIDE SAFETY.....	4
LP GAS SAFETY.....	6
GASOLINE TANK SAFETY.....	6
VEHICLE LOADING	6
CARRYING CAPACITY.....	6
LOADING TIPS.....	6
MANUFACTURER'S LABELS.....	6
FEDERAL WEIGHT DEFINITIONS.....	6
DETERMINING WEIGHT AND WEIGHT DISTRIBUTION.....	7
METHOD OF WEIGHING YOUR VEHICLE.....	7
WEIGHT DISTRIBUTION FORMULAS.....	7
VEHICLE WEIGHT PLANNING GUIDE.....	8
AIR BAG WARNING.....	8
DANGERS OF OVERLOADING.....	8
VEHICLE TOWING (DINGHY).....	9
VEHICLE WEIGHT INFORMATION LABEL.....	9
TIRES	9
TIRE MARKINGS.....	9
TIRE LOAD RATINGS.....	9
TIRE AIR PRESSURE.....	9
TIRE MAINTENANCE.....	9
EMERGENCY TOWING OF THE MOTOR HOME	10
DAY-TO-DAY OPERATION	10
DRIVING TECHNIQUES.....	10
GROUND CLEARANCE.....	10
WARM WEATHER/HIGH ELEVATION OPERATION.....	10
DRIVER CONTROLS	10
BRAKES.....	10
ANTI-LOCKING BRAKING SYSTEMS (ABS).....	11
PAC BRAKES AND JAKE BRAKES.....	11
DASHBOARD INSTRUMENTS.....	11
UNUSED DASHBOARD SWITCH LOCATIONS.....	12
DASH SWITCH SYMBOLS.....	12
STARTING AND VEHICLE WARM UP.....	12
TURBO DIESEL OPERATING INSTRUCTIONS.....	12
JUMP STARTING.....	12
COACH SYSTEMS	13
SAFETY	13
ELECTRICAL.....	13
12-VOLT/110-VOLT.....	13
30-AMP AND 50-AMP 110-VOLT SERVICE.....	14
POWER CONVERTER.....	15
GROUND FAULT INTERRUPTER.....	15
AUTOMOTIVE 12-VOLT SYSTEM.....	15
BATTERY.....	16
BATTERY TYPES AND CHARGING.....	16
ONBOARD AUXILIARY POWER GENERATOR.....	16
INVERTER.....	16

GULF STREAM WARRANTY AND WARRANTY SERVICE

GULF STREAM COACH, INC. LIMITED WARRANTY IN THE UNITED STATES AND CANADA

1. WHAT IS COVERED

Your new recreational vehicle has a limited warranty by Gulf Stream Coach, Inc. ("Gulf Stream") to the original purchaser as follows:

- A two (2) year or 24,000 miles of use warranty (whichever comes first) against structural defects in floors, walls and roof.
- A full one (1) year or 12,000 mile total use warranty (whichever comes first) under normal use against defects in materials and/or workmanship in the construction of the vehicle and its original components.

The warranty coverage starts on the date the original retail purchaser takes possession of such recreational vehicle. This Limited Warranty covers only those defects which occur or exist within the period or periods referenced above and which are specifically identified to Gulf Stream Coach, Inc. in the manner specified in Section 3 of this Limited Warranty. All obligations of Gulf Stream pursuant to this Limited Warranty are limited to replacing or repairing the defective part or component.

This Limited Warranty is expressly IN LIEU of any other express warranty and is further IN LIEU of any implied warranty, including, but not limited to, any implied WARRANTY OF MERCHANTABILITY or FITNESS for a particular purpose except as may otherwise be required by applicable valid Federal or State law at time of manufacture.

2. WHAT ARE THE DEALER'S OBLIGATIONS

The independent Gulf Stream dealer, by agreement with Gulf Stream, will maintain the recreational vehicle until retail sale; will perform a comprehensive pre-delivery check procedure and inspection; will repair or replace any identified defective parts; will correct identified defects in workmanship; will present the retail owner with a copy of this warranty prior to the retail owner's entering into any written contract to purchase a recreational vehicle; and will mail to Gulf Stream a warranty registration notice and the signed Limited Warranty.

3. WHAT ARE THE RETAIL OWNER'S OBLIGATIONS

The retail owner is responsible for the normal maintenance as described in the Owner's Manual; however, minor adjustments (such as adjustments to the interior or exterior doors, LP regulator pressure, cabinet latches, TV antenna control, etc.) will be performed by the dealer during the first 90 days of warranty coverage. Thereafter, such adjustments are the responsibility of the owner as normal maintenance unless required as a direct result of repair or replacement of a defective part under this Limited Warranty.

If a problem occurs which the owner thinks is covered by this Limited Warranty, the owner is responsible to contact Gulf Stream Coach, Inc. by certified mail, return receipt requested, giving specific notice of the problem(s) being experienced with the recreational vehicle. Such notice must be sent to the Director of Service, Gulf Stream Coach, Inc., P.O. Box 1005, Nappanee, Indiana 46550. Gulf Stream will arrange for repair or replacement of parts or workmanship identified as defective by Gulf Stream. The owner is advised that he/she must notify Gulf Stream of any items believed to require warranty service. Gulf Stream reserves the right to cure all warranty claims. Service work conducted by any party not specifically authorized by Gulf Stream to undertake such work is specifically not covered by this Limited Warranty and WILL VOID THIS LIMITED WARRANTY.

The owner agrees to maintain all evidence of any defect or damage through the ultimate resolution of any claim and make such evidence available to Manufacturer and further agrees that the failure to preserve evidence will result in loss of the claim.

The owner, at his expense, will deliver the recreational vehicle to the dealer or authorized repair location or manufacturing plant for warranty service as designated.

4. WHAT IS NOT COVERED BY EXPRESS WARRANTY

- THIS LIMITED WARRANTY DOES NOT COVER RETAIL SOLD UNITS FOR WHICH GULF STREAM HAS NOT RECEIVED THE GULF STREAM COACH, INC. WARRANTY REGISTRATION NOTICE.
- THE AUTOMOTIVE SYSTEM (INCLUDING THE CHASSIS AND DRIVE TRAIN AND ANY PART OF THAT CHASSIS ASSEMBLED BY THE CHASSIS MANUFACTURER), TIRES, BATTERIES, AUXILIARY GENERATOR, POWER PLANTS WHICH ARE COVERED BY THE RESPECTIVE MANUFACTURERS OF THESE COMPONENTS.
- FAILURE WHICH MAY BE CAUSED BY, OR RELATED TO ABUSE, MISUSE, NEGLIGENCE, OR ACCIDENT, FAILURE WHICH MAY BE RELATED TO ALTERATION OR MODIFICATION, FAILURE AS A RESULT OF NOT FOLLOWING INSTRUCTIONS CONTAINED IN THE OWNER'S MANUAL.
- NORMAL DEGRADATION DUE TO WEAR OR EXPOSURE, SUCH AS FADING OF FABRICS OR DRAPES, CARPET WEAR, EXTERIOR SURFACES, ETC.
- MAINTENANCE ITEMS, SUCH AS LIGHT BULBS, FUSES, WIPER BLADES, LUBRICANTS, FLUID ADJUSTMENTS.
- USE OF THE RECREATIONAL VEHICLE FOR ANY COMMERCIAL OR RENTAL PURPOSE VOIDS THE WARRANTY FROM THE TIME THAT THE VEHICLE IS FIRST USED FOR A COMMERCIAL OR RENTAL PURPOSE AND AT ALL TIMES THEREAFTER.
- MOTOR HOMES ON WHICH THE ODOMETER READING HAS BEEN ALTERED.
- TRANSPORTATION TO AND FROM DEALER OR MANUFACTURING PLANT LOCATION, AND CONSEQUENTIAL AND INCIDENTAL EXPENSE SUCH AS, BUT NOT LIMITED TO, LOSS OF TIME, COMMERCIAL LOSS, LOSS OF USE, TOWING CHARGES, LODGING, FOOD, PHONE CALLS, INCONVENIENCE, BUS OR PLANE FARES, OR RENTAL CHARGES.
- ANY DEFECTS OR SHORTAGES READILY APPARENT ON DELIVERY TO THE INITIAL RETAIL PURCHASER UNLESS NOTED ON DELIVERY SHEET COMPLETED BY THE DRIVER TRANSPORTING THE RECREATIONAL VEHICLE TO THE INDEPENDENT DEALER.
- ANY COMPONENT PART WHICH POSSESSES ITS OWN WARRANTY FROM A PARTY OTHER THAN GULF STREAM.

5. IMPORTANT FACTS

- Please inspect your recreational vehicle at the time of delivery and make sure you accept it as delivered to you. This recreational vehicle has been sold to an independent dealer, and not an agent of Gulf Stream, for resale in the ordinary course of the dealer's business, on terms and conditions and equipped as he and you determine, and your agreement is solely with the dealer, not Gulf Stream. Gulf Stream does not participate in retail sales or retail contracts in any instance, other than by terms of this Limited Warranty.
- Gulf Stream reserves the unrestricted right at any time and from time to time to make changes in the design of end/or improvements upon its product without thereby imposing any obligation upon itself to make corresponding changes or improvements in or upon its products already manufactured. Gulf Stream further reserves the right to substitute parts or components of substantially equal quality in any warranty service required by operation of this Limited Warranty.
- Like any other product, a recreational vehicle and the products installed in it will require care and maintenance attention by the owner and occupants. Please read and follow all care and maintenance manuals and instructions supplied with your recreational vehicle.

6. JURISDICTION AND APPLICABLE LAW

Exclusive jurisdiction for deciding any claims, demands or causes of action for defects or representations of any nature or damages due from such defects or representations shall be in the courts in the State of Manufacture. The laws applicable to any litigation, dispute, mediation, arbitration or any claim whatsoever arising from the sale, purchase, or use of the recreational vehicle shall be those of the State of Manufacture.

7. ARBITRATION - MEDIATION

At the option of Gulf Stream, any dispute concerning a manufacturing defect shall be subject to mediation or arbitration conducted in the State of

Manufacture. In the case of arbitration, the arbitrator shall be selected from the American Arbitration Association (AAA).

Gulf Stream Coach, Inc. is not responsible for any representation or warranty that is not herein stated. Some states do not allow the exclusion or limitation of incidental or consequential damages.

This warranty gives you specific legal rights and you may also have other rights that may vary from state to state.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THE ABOVE WARRANTY FOR GULF STREAM COACH PRIOR TO ENTERING INTO ANY CONTRACT TO PURCHASE MY GULF STREAM RECREATIONAL VEHICLE AND AGREE TO ABIDE BY ALL OF ITS TERMS AND PROVISIONS INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS HEREOF PROVIDING THAT THE EXCLUSIVE JURISDICTION FOR ANY CLAIMS WHATSOEVER SHALL BE IN THE COURTS IN THE STATE OF MANUFACTURE AND THAT THE APPLICABLE LAW SHALL BE THE LAW OF THE STATE OF MANUFACTURE

MODEL _____ SERIAL NUMBER _____

DATE _____ SIGN _____

SIGN _____
Effective December 1997

Authorized dealers are independent contractors and independently owned businesses. This is also true of the authorized chassis service dealers.

Gulf Stream Coach, Inc. desires that you have full enjoyment of your new Gulf Stream recreational vehicle. If for any reason your vehicle is out of service and cannot be used because of a manufacturing or chassis defect for a cumulative total of seven (7) days during the warranty period, you are to immediately contact Gulf Stream Coach, Inc., by certified mail, return receipt requested, setting forth the service problems and asking for immediate assistance. Gulf Stream Coach, Inc. is ready, willing and able to make every effort for a quick response.

WARRANTY SERVICE

1. Warranty service, under your Limited Warranty, is to be performed by your authorized Gulf Stream dealer from whom you purchased your unit or by an authorized service center for those appliances and equipment not maintained by Gulf Stream. Your dealer has a vested interest in your satisfaction; therefore, if at all possible, it is best to return to your dealer for service.
2. If you are traveling or move, any authorized dealer may provide service. Keep your warranty registration form with the vehicle at all times since it must be presented for warranty service. This form is your proof of purchase and provides the date of retail sale, both of

which are necessary to determine warranty eligibility.

3. If you cannot locate an authorized Gulf Stream dealer contact:

GULF STREAM COACH, INC.
PO Box 1005
Nappanee, IN 46550
1.800.482.6456

4. Other warranties - The retail customer is responsible for completing and forwarding warranty forms for all items not covered by either the chassis manufacturer's or Gulf Stream's warranty.
5. YOUR WARRANTY IS NOT VALID UNTIL IS HAS BEEN SIGNED AND SUBMITTED TO GULF STREAM COACH, INC!

Your authorized Gulf Stream Dealer from whom you purchased your unit will assist you in service, maintenance, selection of options, and instructions concerning the operation of your recreational vehicle. Occasionally, a warranty or service matter may not be handled to your satisfaction. In this case, we recommend that you discuss the problem with dealer management. If you are unable to find satisfaction at the dealer level, please contact the Gulf Stream Service Department, where we will make our best effort to reach an agreeable solution. In most instances, we will eventually refer you back to the local dealer with our recommendations.

LP GAS HEATING SYSTEM AND LP GAS APPLIANCE SAFETY REGULATIONS

The United States Government requires that the manufacturer of this recreational vehicle provide the following safety information that has been provided by the National Fire Prevention Association (NFPA) and the American National Standards Institute (ANSI). The information contained below will also be found, along with additional information, in other appropriate sections of this operator's manual. Refer to the Table of Contents and the Index.

WARNING: LP GAS CONTAINERS SHALL NOT BE PLACED OR STORED INSIDE THE VEHICLE. LP GAS CONTAINERS ARE EQUIPPED WITH SAFETY DEVICES THAT RELIEVE EXCESSIVE PRESSURE BY DISCHARGING GAS TO THE ATMOSPHERE.

WARNING: IT IS EXTREMELY DANGEROUS TO USE COOKING APPLIANCES FOR COMFORT HEATING. COOKING APPLIANCES NEED FRESH AIR FOR SAFE OPERATION. BEFORE OPERATION

(1) OPEN THE OVERHEAD VENT OR TURN ON AN EXHAUST FAN AND (2) OPEN A NEARBY WINDOW. A WARNING LABEL HAS BEEN PLACED IN THE COOKING AREA OF THE VEHICLE TO REMIND YOU THAT YOU MUST PROVIDE AN ADEQUATE SUPPLY OF FRESH AIR FOR COMBUSTION. UNLIKE HOMES, THE AMOUNT OF AIR IN AN RV IS LESS DUE TO ITS LIMITED SIZE (VOLUME). PROPER VENTILATION WHEN USING COOKING APPLIANCES WILL AVOID THE DANGERS OF ASPHYXIATION. THE THREAT OF ASPHYXIATION INCREASES WHEN A COOKING APPLIANCE IS USED FOR LONG PERIODS OF TIME, THUS, THEY SHOULD NEVER BE USED TO HEAT THE INTERIOR OF THE VEHICLE.

WARNING: PORTABLE FUEL-BURNING EQUIPMENT, INCLUDING CHARCOAL GRILLS AND STOVES, SHALL NOT BE USED INSIDE THE RV. THE USE OF THIS CATEGORY OF EQUIPMENT INSIDE AN ENCLOSED SPACE MAY CAUSE ASPHYXIATION AND CREATES A FIRE HAZARD.

WARNING: DO NOT BRING OR STORE LP GAS CONTAINERS, GASOLINE OR OTHER FLAMMABLE LIQUIDS INSIDE THE VEHICLE DUE TO THE POSSIBILITY OF EXPLOSION AND FIRE.

A warning label has been attached near the LP gas container. The label reads: DO NOT FILL CONTAINER (S) TO MORE THAN 80 PERCENT OF CAPACITY.

Uncontrolled gas flow can result from overfilling of LP gas containers, resulting in a fire or explosion. A properly filled container will contain approximately 80 percent of its volume as liquid.

The following label has been placed in the cooking area of the vehicle:

IF YOU SMELL GAS:

1. Extinguish any open flame, pilot light and smoking material.
2. Do not touch any electrical switch.
3. Shut off the LP gas supply at the tank valve(s) or gas supply connection.
4. Open doors and other ventilating openings.
5. Leave the area until the odor clears.
6. Have the gas system checked and leakage source corrected before using again.

LP gas regulators must always be installed with the diaphragm vent facing down. Regulators that are not in compartments have been equipped with a protective cover. Make sure the regulator vent faces down and the cover is kept in place to minimize vent blockage; blockage could result in excessive gas pressure and, therefore, possibly cause a fire or explosion.

Notice: All LP gas regulators are factory tested for proper pressure output. Pressure output should be checked periodically by a qualified LP dealer. Only qualified persons should install, adjust or service LP gas regulators. If service is needed contact a qualified LP dealer.

APPROACHING THE OPEN ROAD IN A PROFESSIONAL MANNER

As a proud owner and operator of a GULF STREAM motor home you will be commanding one of the larger privately owned vehicle using the nation's roadways.

The only vehicles that will be as large or larger than your "rig" will be trucks and buses of the professional driver. Don't let the car-like handling characteristics of your new GULF STREAM full you into a less than vigilant attitude towards highway driving. Your safety, the safety of your passengers and those on the road alongside you depend on your "professional" driving attitude.

Professional drivers approach their driving responsibilities methodically from the outset of the trip. They include thorough pre-trip planning and equipment checks. They also include equipment checks along the route and take into consideration driver fatigue.

GULF STREAM COACH, INC. provides this operator's manual so that you can approach your driving in the most professional manner possible. Read the manual carefully. Learn your vehicle's personality. And keep this manual handy for ready reference. Before you know it, you and your machine will be a "team" and you'll be proud of the professional manner in which you approach the serious business of driving a large vehicle on the open road.

PREPARING FOR THE ROAD

GENERAL SAFETY

Seat Belt Usage

All seats designated for occupancy during travel are equipped with seatbelts for the protection and safety of passengers. Rear facing seats, as used in the dining area, as well as those seats labeled "Not for occupancy while vehicle is in motion", are not equipped with seatbelts and should not be occupied while the vehicle is in motion.

NOTE: MANY STATES HAVE PASSED LAWS THAT REQUIRE SEATBELTS TO BE WORN BY ALL PASSENGERS WHEN THE VEHICLE IS IN MOTION.

Child's Safety Seats

NOTE: MANY STATES HAVE PASSED LAWS THAT REQUIRE ALL PASSENGERS UNDER TWO YEARS BE RESTRAINED BY USE OF AN INFANT'S SAFETY SEAT, AND THOSE UNDER FOUR YEARS BE RESTRAINED BY A CHILD SAFETY SEAT. THESE SEATS MUST BE PROPERLY FITTED TO A STANDARD LAP OR SHOULDER BELT. CONSULT SEAT MANUFACTURER'S INSTRUCTIONS FOR PROPER SECURING OF THESE SAFETY SEATS.

MANY STATES HAVE SPECIFICALLY OUTLAWED THE PRACTICE OF HOLDING INFANTS IN THE LAPS OF VEHICLE DRIVERS AND PASSENGERS.

AN INFANT OR CHILD SEAT SHOULD NEVER BE PLACED IN THE FRONT PASSENGERS SEAT. VEHICLES EQUIPPED WITH AIRBAGS CAN INJURE OR KILL CHILDREN IN THIS LOCATION IF AN ACCIDENT OCCURS.

When using seatbelts, always take up any slack belt by pulling the excess strap through the adjusting system. Unlatch the belt by pushing the button on the buckle.

Seat Belt Maintenance

SEAT BELT ASSEMBLIES SHOULD BE PERIODICALLY INSPECTED TO ASSURE THAT THEY HAVE NOT BECOME DAMAGED AND THAT THEY REMAIN IN PROPER OPERATING CONDITION, PARTICULARLY IF THEY HAVE BEEN SUBJECTED TO SEVERE STRESS.

Seat belt mounting

All seat belts are mounted per FMVSS Federal requirements and should never be relocated. Anyone who relocates a seat belt accepts full responsibility of its consequences.

FIRE SAFETY

Prevention is the best form of fire safety. Carefully follow the instructions for the care and operation of the various appliances in your vehicle. (see appropriate sections).

Follow the same basic rules of fire prevention that you use at home. DO NOT SMOKE IN BED. DO NOT OVERLOAD THE ELECTRICAL SYSTEM. DO NOT PERMIT CHILDREN NEAR THE LP GAS CONTROLS OR CONTAINER. DO NOT STORE FLAMMABLE LIQUIDS INSIDE THE UNIT.

Carry-over your fire preparedness from home to your RV by having a pre-planned escape route. BE SURE

EVERYONE KNOWS WHERE THE EMERGENCY EXITS ARE LOCATED AND HOW THEY OPERATE.

Your RV has been equipped with a fire extinguisher. MAKE SURE EVERYONE KNOWS WHERE IT IS LOCATED, HOW TO OPERATE IT AND WHAT TYPES OF FIRES IT IS DESIGNED TO HANDLE.

Check the extinguisher on a regular basis to make sure it is charged.

SMOKE DETECTOR

All units are equipped with a smoke detector. Check its operation on a regular basis. If it does not check properly, get it serviced or replaced prior to using the coach again.

NOTE: IF A FIRE DOES START WITHIN THE UNIT, GET ALL OCCUPANTS OUT IMMEDIATELY. IF IT IS A SMALL FIRE, USE THE FIRE EXTINGUISHER. IF THE FIRE IS NOT QUICKLY PUT OUT, GET OUT OF THE VEHICLE. CONTACT THE FIRE DEPARTMENT. IF POSSIBLE, CLOSE THE LP GAS SERVICE VALVE. MOVE A SAFE DISTANCE FROM THE VEHICLE.

CARBON MONOXIDE SAFETY

Carbon Monoxide is a colorless, odorless, tasteless gas, which can be fatal if a high concentration builds up in a sealed area over a period of time. Carbon Monoxide is a by-product of burning fuel, and is found in high concentrations in exhaust from gas burning engines. A water heater or furnace operating improperly can also produce Carbon Monoxide. Under normal conditions your coach should be free from Carbon Monoxide at any given time. Due to the safety hazards of Carbon Monoxide (CO), each Gulf Stream motor home is equipped with a CO Detector.

Carefully read the instructions included with your CO detector to ensure proper use and maintenance. Most CO detectors require only occasional dusting and weekly testing. DO NOT use any type of cleaner when dusting your CO detector. Doing so may render the unit useless without warning.

Carbon Monoxide is often confused with illness such as "flu like symptoms". (Headaches, Nausea, Dizziness). Such symptoms should be discussed with all vehicle occupants. RV certified CO detectors will sound an alarm if 100 PPM (parts per million) of CO is present within 90 minutes. 50 PPM is allowed in a work place for up to 8 hours. Cigarette smoke contains about 6 PPM Carbon Monoxide.

If your CO alarm sounds, exit the vehicle immediately. After exiting the vehicle take a head

count and make sure everyone is accounted for. Air out the vehicle and check again to ensure that the alarm came from the CO detector, as your vehicle is also equipped with a smoke detector and LP gas detector (optional). Following instructions included with your CO detector is recommended.

LP GAS SAFETY

WARNING:

SHUT OFF ALL LP GAS SYSTEMS BEFORE FILLING THE GASOLINE TANK.

LP appliances should never be operated while the vehicle is in motion.

If the pungent odor of LP gas is detected immediately shut off the LP gas valve and check the LP gas label for further instructions. Your unit may be equipped with an LP gas leak detector that will help you detect the presence of LP gas. However, this detector should not be relied upon solely; if you detect the smell of LP gas, shut off the gas valve immediately.

Check other sections of this manual for more information on the LP gas system.

GASOLINE TANK SAFETY

WARNING:

MODERN FUEL SYSTEMS MAY BUILD UP VAPOR PRESSURE WITHIN THE GASOLINE TANK AS THE GASOLINE WARMS DURING VEHICLE USE AND DURING HOT WEATHER. UNDER CERTAIN CONDITIONS THE SUDDEN RELEASE OF THIS BUILT-UP PRESSURE BY THE REMOVAL OF THE GASOLINE CAP CAN SPRAY GASOLINE FROM THE FILLER OPENING, CREATING A POTENTIAL HAZARD.

WHEN REMOVING THE GASOLINE FILLER CAP, ROTATE IT SLOWLY TO ALLOW ANY INTERNAL PRESSURE TO BE SLOWLY RELEASED. AFTER THE 'WHOOOSH' OF THE RELEASED PRESSURE PASSES, COMPLETELY REMOVE THE CAP.

ALWAYS REPLACE A LOST GAS CAP WITH A CAP OF THE SAME DESIGN TO FORESTALL ANY ADDED PROBLEMS.

VEHICLE LOADING

Carrying Capacity

During the design and development of our motor homes, the number and size of storage compartments and the liquid tank capacities are maximized for value and convenience. If the motor home operator fills all

liquid tanks to capacity, fills all storage compartments and cupboards to maximum volume and fills all available seat belt positions with passengers, the motor home will probably be overloaded. According to National Highway Traffic Safety Administration figures, an average vehicle occupant weighs 150 pounds, each gallon of gasoline weighs six (6) pounds and each gallon of water weighs over eight (8) pounds. The operator is responsible for analyzing the conditions in which the motor home will be utilized for each trip, and ensuring the vehicle is not overloaded.

The number of passengers and placement of cargo will affect the amount of water and cargo that you can carry. The passenger capacity will vary depending on whether the vehicle is being used for overnight camping or day use. A smaller passenger capacity for camping will provide a reasonable cargo capacity for trips taking more than one day. The passenger capacity for day use can be larger providing that less cargo is carried for trips and activities not involving overnight stays. It may be necessary to reduce the amount of water carried and unload some cargo items normally carried for camping in order to provide carrying capacity for the additional one (1) day use passengers.

Thoughtful consideration of the weight placed in the motor home can yield important benefits:

- Maximum flexibility in the use of the liberal storage facilities provided in the motor home;
- Improved handling characteristics and ride comfort;
- Better fuel mileage and reduced tire wear.

Periodically reweigh your motor home. Different traveling configurations may change your loading and weight pattern.

WARNING: DO NOT EXCEED THE RATED LOAD OF THE MOTOR HOME OR THE RATED LOAD OF ANY AXLE!

NOTE: THE CARRYING CAPACITY OF YOUR MOTOR HOME CAN BE DETERMINED BY WEIGHING, AS SHOWN IN FIG. 2. THE SHIPPING WEIGHT DOES NOT NORMALLY INCLUDE OPTIONS SUCH AS LEVELING JACKS, AWNINGS, ROOF PODS, ETC. THE WEIGHT OF THESE ITEMS MUST BE SUBTRACTED FROM THE TOTAL OF THE PASSENGER AND CARGO CARRYING CAPACITIES. IF YOU TOW A TRAILER, THE TONGUE WEIGHT OF THE TRAILER MUST BE SUBTRACTED FROM THE TOTAL OF THE PASSENGER AND CARGO CARRYING CAPACITIES.

Notice: Empty all holding tanks before filling fresh water tank otherwise you will limit cargo and/or passenger capacity. Normally campgrounds supply free dump stations which can be utilized.

Loading Tips

After you have determined how much weight you can safely carry and selected those items to make up that weight, make a list and keep it for future reference. Load the motor home and distribute the load so that you get proper weight on the axles. Do not load upper cabinets with heavy items. Secure and brace items so they won't move during travel, thereby shifting the load in the motor home. Do not load heavy items near either end of the motor home or on the rear bumper. Adjust cargo storage to keep the side to side wheel loads as equal as possible. Carry only as much water as needed for travel use or to balance the load. Always empty your waste water and sewage holding tanks before travelling.

WARNING: DO NOT INSTALL ANY TYPE OF WEIGHT CARRYING RACK OR FRAME TO THE REAR BUMPER OR ANY CHASSIS OR BODY COMPONENT OF THE MOTOR HOME. DAMAGE TO THE MOTOR HOME AND UNSTABLE HANDLING CHARACTERISTICS MAY RESULT.

WARNING: EXCEEDING THE GVWR, GVWR, OR GCWR OF YOUR MOTOR HOME CAN CAUSE UNDESIRABLE HANDLING CHARACTERISTICS AND MAY CREATE A SAFETY HAZARD. MODIFICATION OF YOUR VEHICLE BY ADDITION OF RACKS NOT SPECIFIED BY THE MANUFACTURER TO CARRY ADDITIONAL EQUIPMENT OR VEHICLE IS NOT RECOMMENDED, MAY CREATE A SAFETY HAZARD, AND MAY VOID YOUR WARRANTY.

Make a loading diagram of your properly loaded motor home. It will help you locate where specific items are stored, and will help speed the loading process. Store emergency items in a readily accessible location. Include tools, first-aid kit, rain gear, flashlight, highway warning devices, and an electric cord or light.

The difference between the empty weight and the weight of the motor home in traveling configuration is your usable load. If the loaded weight of your motor home exceeds the GVWR or the weight on any axle exceeds that axle's GAWR, the motor home is overloaded and you'll have to remove items to bring the weight down to or below the GVWR and GAWR.

All items must be considered for their weight and stored according to how heavy they are. Heavy items should be placed close to the floor and in the center of the vehicle. **DON'T FORGET TO INCLUDE THE ITEMS YOU PURCHASE ON YOUR TRIP.**

Luggage and similar cargo carried inside the vehicle must be secured to prevent possible damage in the case of a sudden stop or an accident. It is no good to survive the initial impact of an accident to be hit on the head by a flying object from inside your vehicle.

Manufacturer's Labels

Your vehicle is equipped with several federally required labels pertaining to the vehicle's weight, load capacity and operating limitations.

On the wall above or next to the driver is the federal sticker that lists the unit's manufacturer's serial number, the front and rear GROSS AXLE WEIGHT RATING (GAWR), the vehicle's GROSS VEHICLE WEIGHT RATING (GVWR), tire and wheel rim sizes, tire operating pressure, chassis serial number and the VEHICLE IDENTIFICATION NUMBER (VIN). (FIG.1)

MFD BY  GULF STREAM COACH, INC.			
DATE OF MFG.	INC. VEN. MFD. BY	DATE OF MFG.	GVWR
CAWR FRONT LBS.	WITH MINIMUM TIRES	RIMS	AT PSI COLD
CAWR INTERM. LBS.	WITH MINIMUM TIRES	RIMS	AT PSI COLD
CAWR REAR LBS.	WITH MINIMUM TIRES	RIMS	AT PSI COLD
SINGLE	DUAL	THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT IN	
VEHICLE ID NO.		VEHICLE TYPE. GULF STREAM SERIAL NO.	

(FIG. 1) FEDERAL STICKER

[illegible]

(FIG. 2) WEIGHT INFORMATION LABEL

Federal Weight Definitions

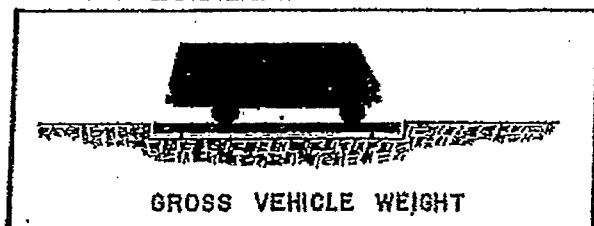
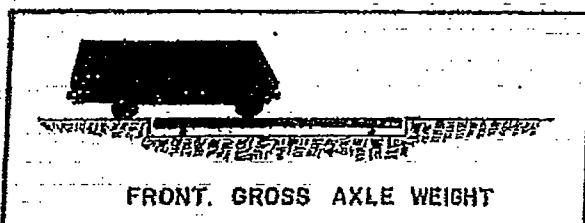
GAWR: The allowable weight, INCLUDING CARGO AND PASSENGERS, which can be SAFELY supported by a specified axle.

GVWR: The maximum permissible weight of your vehicle, INCLUDING CARGO, ALL OPTIONS, PASSENGERS, GASOLINE AND WATER.

GCWR: The maximum permissible weight of your fully loaded vehicle including the weight of any towed vehicle or trailer.

Determining Weight and Weight Distribution

The total amount of weight carried by your vehicle is extremely important. It is critical that you weigh your vehicle prior to taking a trip in order to determine if you are within the weight limitations of the vehicle's suspension. **CHECK THE WEIGHT. CHECK THE TIRE PRESSURE IN RELATIONSHIP TO THE WEIGHT.** See the Federal Sticker for the needed information (FIG. 1).



(FIG. 3) WEIGHING VEHICLE ON SCALES

The Method of Weighting Your Vehicle

There are many locations where you can weigh your vehicle including grain elevators, scrap iron businesses, sand and gravel dealers and state and federal weight stations (usually listed in phone directory).

NOTE: BE SURE TO WEIGH THE VEHICLE WITH EVERYTHING IN IT INCLUDING PASSENGERS, CARGO, FULL LP, GASOLINE AND WATER.

The procedure is as follows (FIG. 3)(unless modified by the weighmaster):

1. Drive only the front axle of the unit onto the scale. Have the weighmaster note this weight.
2. Drive forward and place both front and rear axles onto the scale. Have the weighmaster note this weight.
3. Drive forward until only the rear axle is on the scale. Have the weighmaster note this weight.

NOTE: COMPARE ALL WEIGHTS WITH THOSE LISTED ON THE FEDERAL ID STICKER.

If any weight exceeds the listed rating, relocate the passengers and redistribute or remove a portion of the cargo until the weight is within the proper limit as listed on the Federal ID Sticker and for which the vehicle has been engineered.

NOTE: DO NOT FORGET THAT WATER USED FROM THE FRESH WATER SUPPLY GOES INTO THE WASTE WATER HOLDING TANK. IF YOU REFILL THE FRESH WATER TANK PRIOR TO DUMPING THE WASTE WATER, THE WEIGHT OF THE VEHICLE IS SUBSTANTIALLY MORE THAN WHEN YOU WEIGHED IT AT THE START OF YOUR TRIP.

USEFUL WEIGHTS

Water.....	8.328 pounds per gallon
Gasoline.....	6.0 pounds per gallon
Propane.....	4.23 pounds per gallon

WEIGHT DISTRIBUTION FORMULAS

Inside Wheelbase: Number of inches behind front wheel divided by vehicle wheelbase.

Example for a 178 inch wheelbase: A tool chest is stored 36 inches behind the front wheel. Divided by the 178 inch wheelbase equals 20 percent of the tool chest's weight added to the rear axle and 80 percent to the front axle.

Outside Wheelbase: Determine the distance the object is from the nearest axle. Divide by the wheelbase.

Example: A motorcycle is hung on the rear bumper of an RV. It is 144 inches behind the rear axle. Divide the 144 by the vehicle's 178 inch wheelbase and you find that the motorcycle equals 80 percent more than its actual weight....In other words it acts on the vehicle as though it weighs 180 percent on the rear axle. **THE EXCESS OF 100 PERCENT IS TAKEN OFF THE FRONT AXLE.**

If the motorcycle weighs 300 pounds it acts on the RV as though it weighs 540 pounds! Two hundred forty pounds is also taken off the front axle.

Thus, you can see why the addition of any rack to the vehicle will have an adverse affect on the driving characteristics.

Vehicle Weight Planning Guide

The following guide will help you determine how much you can load in your vehicle. We have included the weights of common items added after the vehicle leaves the factory.

MODEL NUMBER: _____

UNIT NUMBER: _____

CHASSIS MANUFACTURER: _____

UNIT FACTORY BASE WEIGHT: _____

OPTIONS:	(Approx) LBS.
6.6 Generator	312
4.0 Generator	275
16.0 Roof AC	112
13.5 Roof AC	103
11.5 Roof AC	98
Electric Step	29
Spot Light	6
Fog Lights	3
Dash Fans	2
13" TV	23
19" TV	29
VCR	12
Awning	100
Microwave	58
Air Horns	24
Mini Satellite Dish	31
Back up Monitor	20
Hydraulic Jacks	250

OPTIONAL TOTAL: _____

FUEL WEIGHT

1/4 Capacity _____
 1/2 Capacity _____
 3/4 Capacity _____
 Full _____

FRESH WATER WEIGHT

1/4 Capacity _____
 1/2 Capacity _____
 3/4 Capacity _____
 Full _____

OCCUPANTS (limited to amount of seat belts)
 (150 LBS. EACH) _____

GVWR = _____

SUBTRACT COMBINED
 TOTAL WEIGHTS
 FROM ABOVE = _____

EQUALS VEHICLE NET
 CARRYING CAPACITY = _____

AIR BAG WARNING:

GULF STREAM COACH, INC. DOES NOT APPROVE THE USE OF AFTER MARKET SUSPENSION AIR BAGS ON ITS VEHICLES. AFTER MARKET AIR BAGS, WE HAVE DETERMINED, DO NOT PROPERLY SUPPLEMENT THE SUSPENSION. INSTEAD, THEY INTERFERE WITH THE RIDE AND HANDLING OF MOTOR HOMES ENGINEERED BY THE CHASSIS MANUFACTURER. SOME CHASSIS MANUFACTURERS HAVE SPECIFIC NOTATIONS IN THEIR CHASSIS MANUALS THAT ADVISE THAT SUPPLEMENTAL AIR BAGS CAN BE DESTRUCTIVE TO THE VEHICLE AND INTERFERE WITH ITS ROAD HANDLING CAPABILITIES.

DO NOT USE SUPPLEMENTAL AIR BAGS ON YOUR MOTOR HOME. IF SUPPLEMENTAL CAPABILITY FOR THE SUSPENSION IS DESIRED, UPGRADE WITH ADDITIONAL SPRINGS, HIGHER CAPACITY SHOCK ABSORBERS, OR COIL-OVER SHOCKS THAT ARE COMPATIBLE WITH THIS VEHICLE. ALWAYS BE MINDFUL THAT YOUR VEHICLE WAS DESIGNED FOR THE MAXIMUM WEIGHT DESIGNATED. MODIFYING YOUR VEHICLE TO CARRY MORE WEIGHT, UNLESS AUTHORIZED BY THE CHASSIS MANUFACTURER, MAY VOID YOUR CHASSIS WARRANTY.

WE CANNOT APPROVE ANY AIR BAG INSTALLATION. BEFORE MODIFYING YOUR SUSPENSION, TALK TO YOUR CHASSIS DEALER. AVOID CAUSING POSSIBLE DAMAGE TO YOUR MOTOR HOME.

Dangers of Overloading

One of the attractive selling points of the GULF STREAM is the abundance of storage, both inside and outside the vehicle. However, there are limits to what the vehicle can carry as has been shown above.

When preparing for a trip and while on your travels, always be mindful of WHAT YOU ARE STORING, HOW MUCH IT WEIGHS AND WHERE YOU ARE STORING IT. BEWARE OF OVERLOADING.

In addition to causing premature wear, overloading can cause problems in the area of handling characteristics. An overloaded vehicle will take longer (time and distance) to stop in an emergency. Overloading can also cause added wear to components such as tires, wheel bearings, transmission and engine. Overloading can also cause overheating in some instances.

The solution? Stay on top of your vehicle weight situation at all times. Know where you stand when it comes to the GVWR, GAWR and GCWR.

Vehicle Towing

Prior to towing any vehicle behind your motor home, be sure to consult your chassis manufacturer owner's manual. Determine what type of special equipment is needed to be able to tow with your motor home.

Be sure that your vehicle's GROSS COMBINED WEIGHT RATING (GCWR) has a rating capable of towing your vehicle while your motor home is loaded.

NOTE: IMPROPER USE OF YOUR UNIT AS A TOW VEHICLE MAY VOID YOUR CHASSIS WARRANTY AND MAY RESULT IN DAMAGE TO THE MECHANICAL PORTIONS OF THE CHASSIS.

NOTE: CHECK THE TOW RATING OF THE HITCH INSTALLED ON YOUR MOTOR HOME. BE SURE THAT THE COMBINED WEIGHT OF YOUR TOW VEHICLE AND TOW DOLLY (if applicable) DOES NOT EXCEED THE HITCH RATING.

Vehicle Weight Information Label

All GULF STREAM vehicles have a weight information label posted inside the kitchen cupboard. Please refer to this label to see the shipping weight of your vehicle and the net carrying capacity of your water tank. This label also contains the GULF STREAM designated GCWR. Please note that the GULF STREAM GCWR may differ from the chassis designated GCWR, and that the lower of the two must be followed.

The vehicle weight information label also contains the net carrying capacity. This is the maximum weight designated by GULF STREAM that can be utilized for cargo and passengers. Any addition of accessories by you or the dealer reduces this amount proportionally with the weight of added accessories.

Tires

The tires installed on your vehicle have been pre-selected as the proper size and weight for the type of coach built. The Federal ID tag located inside the coach will show the proper tire size for your coach. When replacing tires, make sure that these guidelines are followed.

Tire Markings

Sample tire size: LT225/75 R 16 E

- LT reflects the "Light Truck" usage. Light truck tires are used on anything from compact pickups to class A motor homes.
- 225 Indicates the "contact patch" width. The contact patch is the amount of tire surface that

actually comes into contact with the pavement. In this case the width is 225 millimeters wide.

- 75 Indicates the height to width ratio of the tire.
- R Identifies the construction type of the tire. R - Radial, B - Bias belted, D - Diagonal Bias.

Some tires may have a speed designation label in front of the construction type. Example - MR tires are rated for use up to 81 mph. SR tires up to 112 mph. ZR tires carry the highest speed rating, and are safe for speeds over 150 mph. However, ZR tires should never be installed on any motor home or travel trailer. If no speed rating is listed on the sidewall, the maximum speed for light truck tires is 87 mph, and for passenger cars 105 mph.

- 16 is the rim size. This is the only measurement made in inches.
- E is the load range.

Tire load ratings

Load ratings for tires go up as the corresponding letter changes. For example, load range "E" tires have a heavier rating than load range "D" tires. Load capabilities of tires change as the psi (air pressure) is lowered. As much as 220 lbs. of load carrying capacity is lost per tire for each 5 psi below the recommended inflation. This decreased load amount varies from one tire manufacturer to the next, therefore it is recommended that you contact your tire manufacturer for further information in this regard.

Tire air pressure

When checking air pressures, if the tire has been driven more than 6 miles, you can add 4 to 6 psi to the rated maximum "cold" inflation recommendations. For example, if the tire has a maximum rating of 90 psi cold, you can inflate the tire to 96 psi after being driven on. Under inflation generates excessive heat (a tire's worst enemy!), increases tread wear in the shoulder area, and reduces your vehicle's fuel economy.

Never mix radial, bias belted or bias type tires. Never mix brands. This can adversely affect vehicle handling and stability. Use only the tire size that is listed on the Safety Compliance Certification Label. If you have a question about the label, please call Gulf Stream.

Tire maintenance

When cleaning tires, try to use a tire cleaning agent. Never use any cleaner that contains solvents. Solvents will draw oil from tires and cause them to prematurely crack. Inspect your tires prior to each trip, looking for bulges or cracks in the sidewalls.

When storing your recreational vehicle for long periods you should completely unload the vehicle so that a minimum weight will be placed on the tires. Make sure the tires are inflated to the recommended operating inflation pressure. Avoid moving the vehicle during extremely cold weather. Move the vehicle at least every three months to prevent ozone cracking in the tire bulge area as well as "flat spotting" from prolonged strain of sidewall and tread deflection. Make sure you check the inflation and adjust to the recommended operating pressure before putting the vehicle back into service.

Emergency Towing of the Motor Home

Extreme care must be taken in the event the unit must be towed as a result of a break down or accident.

NOTE: THE USE OF A "DOLLY" TYPE TOW DEVICE THAT TOWS THE VEHICLE WITH ITS FRONT WHEELS SECURED ON A SMALL PLATFORM FITTED WITH ITS OWN SET OF WHEELS, OR A WHEEL-LIFT TOWING DEVICE THAT CARRIES THE MOTOR HOME'S FRONT WHEELS IN A "CRADLE" OR "SLING" ARE THE ONLY METHODS RECOMMENDED. USING OTHER METHODS MAY CAUSE SEVERE DAMAGE TO THE MOTOR HOME. PLEASE REFER TO YOUR CHASSIS MANUAL FOR FURTHER DETAILS ON TOWING PROCEDURES.

DAY-TO-DAY OPERATION

Driving Techniques

With just a few miles under your belt, you will find that your new GULF STREAM handles much differently than a typical car or truck. You must take into consideration that the vehicle is much longer, higher and heavier than any car or light truck.

Always be mindful of your vehicle's height when approaching underpasses, awnings, parking garages, drive-in facilities (banks, food, fuel) and carport-type overhangs. Remember: your vehicle's height can be different than what the manufacturer lists depending upon any additions you have added to your roof.

NOTE: WHEN APPROACHING AN OVERHANG THAT IS APPROXIMATELY THE SAME HEIGHT AS YOUR UNIT, USE EXTREME CAUTION. PAVEMENT DIPS/RISES AND NEW LAYERS OF ROAD SURFACE CAN MAKE OLD CLEARANCE SIGNS OBSOLETE. "WHEN IN DOUBT...STAY OUT."

Ground Clearance

Just as overhangs can produce problems, so do dips and rises in pavement. Be extremely cautious when

entering and leaving the main roadway (drives, parking lots, side roads, etc.). Become familiar with the rear overhand characteristics of your individual unit. This will help you avoid damage to the undercarriage behind the rear axle. The nature of your unit is such that you will not be able to access as many areas as easily as you would in a car.

Warm weather/high climate operation

Although Gulf Stream vehicles are designed and tested in a variety of hot and cold situations, you must take precautions when driving in hot weather or high climates. Always read your chassis owner's manual section on driving techniques. When driving in hot weather keep your engine speed up, not your road speed. In other words, as the coach slows down, manually downshift the engine. This will keep the engine rpm's up and the coolant flowing at a high rate at all times. On diesel models, by shifting from sixth gear down to fourth gear on uphill climbs you can decrease your engine temperature by up to 15 degrees (depending on humidity and road conditions), and yet you can still maintain 55 mph if your load or the road allows.

Aside from driving habits, always make sure that your radiator is clean of debris and bugs. Using a power washer to clean out your radiator will noticeably increase its cooling capacity. Also make sure that the coolant is a 50/50 mixture of antifreeze/coolant and water. Adding more coolant than water will not increase the cooling capacity of the radiator. Engine coolant is formulated to provide optimum cooling at an equal 50/50 mixture.

Driving in higher elevations (above 5,000 ft) will allow your coolant to boil at a lower temperature.

Driver Controls

Your chassis operator/owner manual will contain most information of driver controls such as Tilt steering, cruise control, dash instruments, transmission gear selection, braking, and other essential driving functions. Please review your chassis manual thoroughly, and familiarize yourself with all chassis controls before your initial trip.

Brakes

As mentioned previously, your vehicle is much larger than an automobile and, though equipped with well-engineered brakes, is likely to take more distance to stop than you have been accustomed to in the past with autos. Learn how quickly your vehicle will stop from your normal cruising speed with the loads you

carry. Become familiar with the amount of pressure that it takes to "lock-up" the brakes in a "panic" stop.

NOTE: EVEN MODERN DISK BRAKES WILL NOT STOP A VEHICLE INSTANTLY IF THEY HAVE BEEN SUBMERGED IN WATER. BE CAREFUL WHEN DRIVING IN FLOODED CONDITIONS. "PRE-DRY" BRAKES PRIOR TO THEIR BEING NEEDED BY LIGHTLY PRESSING DOWN ON THE BRAKE PEDAL AND ENGAGING THE BRAKE PADS AND SHOES TO GET RID OF EXCESS WATER AND WARM THE BRAKING SURFACES. EXTREME CAUTION IS ALSO NEEDED IF ONLY ONE SIDE OF THE VEHICLE'S BRAKING SYSTEM HAS BEEN FLOODED. IF A STOP IS NEEDED THE VEHICLE COULD VEER TO THE SIDE THAT IS DRY (THE BRAKES ON THAT SIDE OF THE VEHICLE ARE WORKING MUCH BETTER THAN THE WET SIDE).

If you notice that the brakes get "mushy", take your unit to your nearest dealer for inspection. Unusual sounds during braking may indicate a problem. Have your dealer check the braking system. Read your chassis owner's manual for further information on your particular braking system and its care.

Anti-Lock Braking Systems (ABS)

Vehicles equipped with optional Anti-Locking Brakes have braking characteristics much different than vehicles without. Anti-Lock Brake equipped vehicles have a system that senses wheel movement when braking. While depressing the brake pedal, if wheel movement stops while the speedometer still shows that the vehicle is moving, the Anti-Lock brake system literally "pumps" your brakes hundreds of times per second to allow proper braking. A spinning, braking wheel will stop your vehicle quicker (time and distance) than a skidding wheel. Manually pumping your brakes in this situation will adversely affect the Anti-locking brake system and will actually cause a longer stopping distance than using ABS in the proper manner. Refer to your chassis owner's manual for ABS braking techniques.

If your ABS dash indicator light illuminates have your vehicle serviced immediately. Call your chassis manufacturer first if you have to operate your vehicle while the ABS dash light is on.

Pac Brakes and Jake Brakes (optional)

Pac brakes and Jake Brakes are sometimes utilized on diesel chassis to limit the engine and transmissions power output for extra assistance in slowing down your coach. Both are good systems and are recommended if you feel you need to supplement your existing braking system to reduce wear. Otherwise, down-shifting the transmission within the vehicle's limits is the next best way to reduce wear on your brakes (Pac

Brakes and Jake Brakes will down-shift for you). Please contact your chassis manufacturer for further information on these systems.

Dashboard Instruments

While driving, always be attentive to your vehicle's dash instruments. These instruments are designed to warn you of any problem or potential problem with the vehicle. It is best to stop the vehicle at once if any warning light appears. Reduce your speed immediately by lifting off of the throttle. **CHECK THE TRAFFIC BEHIND YOUR UNIT.** Don't apply the brakes too rapidly. **SIGNAL YOUR INTENTIONS.** Quickly, safely pull off to the side of the roadway onto a safe, solid shoulder area. Make sure the vehicle is out of the flow of traffic as much as possible. Shut down the motor. Place transmission into PARK and apply the PARKING BRAKE. Put on your emergency flashers. Investigate the problem...more than likely under the hood.

NOTE: IT IS A GOOD PRACTICE TO PLACE FLARES AT INTERVALS SEVERAL YARDS BEHIND THE VEHICLE, ESPECIALLY IF YOU HAVE STOPPED AT A HILL, CROSSING OR CURVE. STAND-UP TRIANGULAR REFLECTORS ARE ALSO QUITE WORKABLE. IF THE VEHICLE IS STOPPED JUST OVER THE RISE OF A HILL OR JUST PAST A CURVE, PLACE FLARES OR REFLECTORS OVER OR AROUND THE OBSTACLE TO WARN ON-COMING TRAFFIC IN PLENTY OF TIME FOR THEM TO SLOW DOWN PRIOR TO REACHING YOUR STOPPING POINT.

If a warning light does come on, check under the hood for possible problems. Refer to your chassis operator's manual for instructions on diagnosing the problem or contacting help.

NOTE: NEVER ATTEMPT TO OPEN A RADIATOR CAP WHEN THE ENGINE IS OVERHEATED OR EVEN AT NORMAL OPERATING TEMPERATURE. THIS WILL RESULT IN AN "EXPLOSION" OF BOILING COOLANT FROM THE RADIATOR OPENING THAT CAN RESULT IN SERIOUS INJURY TO ANYONE STANDING NEARBY.

EXPEDITIOUS USE OF YOUR NOSE WILL OFTEN TELL YOU WHETHER OR NOT YOU HAVE A HEATING PROBLEM. IF YOUR NOSE SAYS "SOMETHING IS COOKING" THEN BELIEVE IT UNTIL YOU PROVE OTHERWISE. EXTREMELY HOT COOLANT HAS A DISTINCTIVE SMELL IF THERE IS A LEAK IN THE SYSTEM. CAREFULLY USE YOUR SENSE OF TOUCH TO SEE IF YOUR COOLANT SYSTEM IS OVERHEATING.

STAY AWAY FROM ANY STEAM ESCAPING FROM SPLIT HOSES, FAILED GASKETS OR LOOSE

CLAMPS. WHEN THE VEHICLE HAS COOLED, THEN ATTEND TO THE PROBLEM.

Unused Dashboard Switch Locations

As a result of the optional equipment available on our extensive line of vehicles, each unit is somewhat different than other units built with the same standard dashboard. Therefore, on some RV models certain dashboard switch locations will not have a switch installed. You may wish to order matching switches from your dealer to use as you add accessories to your coach.

Dash Switch symbols

	Air Horn		Aux. Start
	Back-up Mon.		Cruise
	Cruise		Cruise
	Defroster 2 Speed		Defroster fan
	Defroster fans		Docking lights
	Docking lights		Driving lights
	Fog lights		ICC flash
	Generator pre-heat		Map light
	Generator Start/Stop		Map light
	Radio-Coach/Chassis		Step Cover
	Step Cover		Power Visors

Starting and Vehicle Warm Up

Check your chassis manufacturer's owner's manual for details on starting your vehicle on cold or hot days.

Turbo Diesel Operating Instructions

Turbo charged engines and turbo chargers operate at very high temperatures, which provide the fuel efficiencies, high horsepower, and necessary emission standards. Because of this, the engine must be allowed to build up heat slowly and cool slowly to prevent expansion and contraction of internal engine and turbo charger components. This is accomplished by the following:

Starting

Once the engine starts, return the accelerator pedal to the idle position and let the engine idle for 3 to 5 minutes before applying a load.

Shutting Down

If you have been driving at highway speeds, allow the engine to idle for 3 to 5 minutes before shutting it off. This allows the engine to cool gradually and uniformly.

Jump Starting

If you encounter a dead battery or a low battery and cannot get the vehicle to start on its own, you may need to get a jump start. Before doing this, if your vehicle is equipped with an emergency start switch follow the starting instructions on the switch to try and avoid using jumper cables. Usually, this requires one person to hold the emergency start button in the outside electrical box while the driver attempts to start the engine using the house batteries. If this fails, proceed to the following steps:

1. Be sure the jumper cables are in good condition with no exposed wires that may cause a short.
2. If possible, check all batteries for fluid level. BE CAREFUL OF OPEN FLAMES AROUND BATTERY FUMES. THERE IS A CHANCE OF COMBUSTION.
3. Route the cables in such a manner as to avoid all pulleys and engine belts.
4. Set the RV parking brake; place the vehicle's transmission in PARK. Turn off the ignition switch and all electrical items.
5. Use only a 12 volt battery grounded the same as your vehicle (+ or -). DO NOT USE A 24 VOLT SYSTEM TO JUMP START...THIS CAN CAUSE DAMAGE TO YOUR ELECTRICAL SYSTEM.
6. DO NOT LET VEHICLES TOUCH.
7. Attach one end of a cable to the positive (+) terminal of the booster battery and the other end of the same cable to the positive (+) terminal of your vehicle's dead battery.
8. Attach an end of the other cable to the negative (-) terminal of the booster battery and its opposite end to a solid ground in your vehicle's engine compartment at least 18 inches from the dead battery. DO NOT ATTACH IT TO THE NEGATIVE POST OF THE DEAD BATTERY.
9. Start the engine of the vehicle that is providing the boost and turn off all electrical accessories. Now start the vehicle with the dead battery. If the engine in the vehicle with the dead battery does not want to turn over very easily, check the

connections and also see that there is no drain on the electrical system.

10. After the dead battery vehicle has started, carefully disconnect the battery cables, making sure not to get them tangled in the moving parts of the running engines. Disconnect the negative ground contact on the dead battery car first. After the negative cable has been removed from both cars, disconnect the positive terminal on the dead battery car first.

WARNING:

WHEN JUMP STARTING, BE EXTREMELY CAUTIOUS. BATTERIES, UNDER CERTAIN CONDITIONS DURING JUMP START PROCEDURES, CAN EXPLODE, SPREADING BATTERY ACID OVER A WIDE AREA. THIS ACID IS VERY HARMFUL TO HUMANS AND AUTOMOTIVE FINISHES. IF YOU OR ANYONE WITH YOU GETS BATTERY ACID ON THEIR PERSON, FLUSH EXPOSED SKIN/EYES IMMEDIATELY WITH A LARGE AMOUNT OF WATER. SEEK A PHYSICIAN IN MAJOR CASES, AND WHERE THE EYES HAVE BEEN CONTAMINATED. FLUSH ANY RV BODYWORK UNIT THAT COMES INTO CONTACT WITH THE ACID.

EVEN WORKING WITH AN OLDER BATTERY THAT HAS SOME CORROSION ON THE TERMINALS (SUCH AS THE BOOSTER CAR/BATTERIES) CAN GET ENOUGH ACID PARTICLES ON YOUR HANDS TO CAUSE PAIN/IRRITATION. BE SURE NOT TO PUT FINGERS IN EYES, ON FACE OR IN YOUR MOUTH (AS IN PULLING A GLOVE OFF YOUR HAND WITH YOUR TEETH), WASH HANDS EXTREMELY WELL AFTER COMPLETING THE JUMP START.

COACH SYSTEMS

Safety

Your new vehicle has been provided with numerous safety features.

EMERGENCY WINDOW EXIT: Push on bottom red tab. Window will swing out, held in place by top-mounted hinges.

FIRE EXTINGUISHER: Located just inside side entry door. Activated by pulling ring-pin and squeezing handle. Direct contents at base of fire. Read instructions on bottle. Check regularly to insure that charge is adequate.

SMOKE DETECTOR: Located in kitchen/dining area. Sounds alarm if it detects smoke. Test regularly and replace battery as needed. Consult smoke detector owner's manual.

LP GAS DETECTOR: Located in kitchen/dining area near floor. Sounds alarm if it detects LP gas. Test regularly. Consult LP gas detector owner's manual.

CARBON MONOXIDE (CO) DETECTOR: Located in rear hall or sleeping area. Sounds alarm if it detects Carbon Monoxide. Test regularly. Consult CO detector owner's manual.

SAFETY BELTS: Seats that are designated to be used while the vehicle is in motion are equipped with lap/shoulder belts. Flat metal section fits into buckle and locks, giving a distinctive "click." Unlock by pushing in button on buckle.

WARNING/HAZARD FLASHERS: Activated by pushing in back button on steering column. Parking/turn signal lights flash on and off. Use when stopped for emergency on roadside. Some states have laws against driving with warning flashers on.

EMERGENCY/PARKING BRAKE: Activated by pushing down with foot the lever that is located on the left side of the steering column on gas models. On diesel models pulling out on the yellow air brake knob activates the brake.

NOTE: SOME CHASSIS MANUFACTURERS DO NOT PROVIDE AN EMERGENCY BRAKE OF THIS TYPE. CONSULT CHASSIS OWNER'S MANUAL FOR DIRECTIONS ON HOW TO USE THESE SPECIFIC BRAKE SYSTEMS.

Electrical

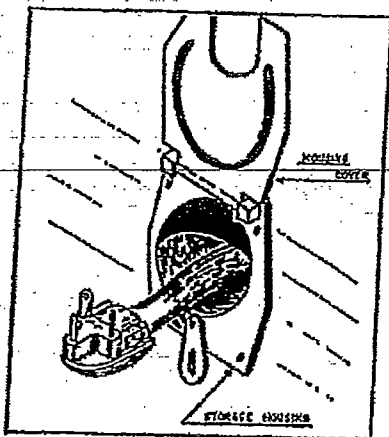
Your GULF STREAM is equipped with two (2) separate electrical systems that provide your vehicle with power on the road and in camp.

12-volt DC/110-volt AC

Like all vehicles, it has a 12-volt system that is used for running the vehicle's motor and accessories as well as other added RV equipment that's designed for 12-volt operation. This is a direct current (DC) system (12V).

Like your home, the vehicle has a 110-volt alternating current (AC) system that requires an external source of 110-volt electricity. A shoreline connection (extension cord) or an optional electrical on-board power generator or an inverter can provide this power. In order to use your 110-volt electrical system, your shoreline (power cord) should be plugged into either a properly rated external power source or the generator should be running, or in some cases the inverter should be turned on. TO CONSERVE BATTERY POWER, USE OF THE SHORELINE IS RECOMMENDED WHENEVER POSSIBLE. (FIG. 5)

Consult your generator's manufacturer's owner's manual for further details on its use and maintenance.



(FIG. 5) 110-V SHORELINE CONNECTION

DO NOT USE A CHEATER PLUG TO HOOK UP YOUR MOTOR HOME TO A 110 VOLT CIRCUIT.

DO NOT USE AN EXTENSION CORD WITH A CURRENT RATING LESS THAN THE AMPERAGE YOUR MOTOR HOME REQUIRES. EXTRA EXTENSION CORDS REDUCE THE AMPERAGE AND VOLTAGE BEING SUPPLIED TO THE RV AND MAY CAUSE DAMAGE TO ELECTRICAL COMPONENTS.

30-AMP AND 50-AMP 110-VOLT SERVICE

30-amp service is 110-volt service limited to a total of 30 amps of draw. A three pronged power supply cord much like your clothes dryer would have in your house identifies this type of power supply (FIG. 5). Each appliance in your vehicle is capable of working by itself with this type of service. However, you may not be able to operate all your appliances at the same time without causing a circuit breaker to blow.

A typical component in your vehicle such as a TV or VCR will draw only about 1 amp. Other items such as coffee makers and microwaves will draw 10-15 amps when used. Roof air conditioners usually draw the most, pulling up to 15 amps when the compressor is running. So as you can see, with 30 amp service, you can use only one air conditioner when hooked up to shore power even if your coach is equipped with two. The combined draw of two air conditioners may only be 20 amps, but other items in your coach such as converters, refrigerators, water heaters, etc. will put your draw over the 30-amp mark causing a circuit break. You may be asking yourself "Why then did Gulf

Stream install two a/c's if I can only use only one at a time?" This is done so that you can direct more cold air to the front or rear of the vehicle if you desire. Plus, usually they both can be operated while using your generator.

30-amp service is the most common electrical service in the RV industry and can be found at most, if not all, RV campgrounds. This makes 30-amp service the most user friendly as far as availability. If your vehicle is equipped with 50-amp service, you will be able to run any installed appliance at any time when a 50-amp service park is available or you are running your generator.

50-amp service is also 110-volt service, but it is capable of running up to 50-amps of draw. Some people believe that 50-amp service is the same as having 220-volts of ac power. Yes, 50-amps of service does have 220-volts, but only 110-volts is capable of being supplied to any part of your system at any given time. A four pronged power cord that is very unique identifies 50-amp service, as two of the four prongs each carry 110-volts of ac power. 30-amp service has only one prong that carries 110 volts of ac power. Each of the 110-volt lines in a 50-amp cord supplies power to a designated part of your RV. In doing this, when ac powered components are installed they can be put on separate power feeds according to how much amperage they draw. One example of this method consists of installing two air conditioners for use at the same time. Each one is powered by a different power supply feed; therefore they both can be used simultaneously. Think of 50-amp service as having two shoreline power cords in one casing as opposed to only one in 30-amp service.

If you travel to an RV park that does not offer 50-amp service you will have to use an adapter to hook up to shore power. Use of an adapter is not recommended, but may not be avoidable. When using an adapter remember that your coach will not have sufficient power to run as many options as with 50-amp service. You may be able to run both your air conditioners for a limited time; however, this will cause damage to both your ac units as well as other components by operating them on insufficient power.

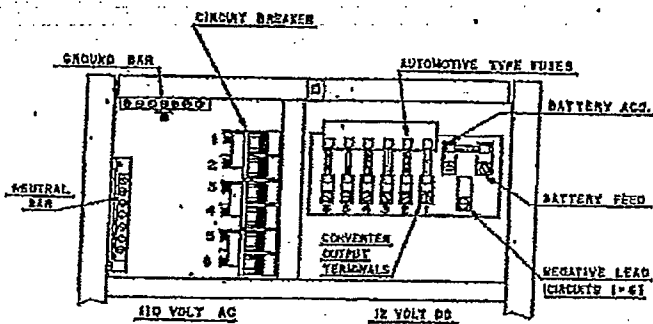
Listed below are components that might be used in Gulf Stream vehicles and the maximum amperage draw each one has. Whether your power supply is 30-amps or 50-amps this chart may help you decide which components you can safely use for an extended period without damage.

Components	Amperage
Roof air conditioners (each)	15
Electric water heater	12

Microwaves	15
Hair dryer	2
Washer/dryer	10
Vacuum	5
TV	1.0
VCR	1.0
Engine block heater	10
Heart Inverter/Charger	22
Magnetek charger	14
Refrigerators	3.6
Space heaters	10-15
110-volt lamp	1.0

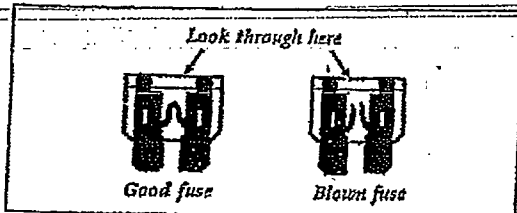
Power Converter

Your vehicle is equipped with an electrical power converter that changes 110-volt power to 12-volt power to run 12-volt powered appliances in your vehicle. It gets the 110-volt power by way of the shoreline or the optional generator. The power converter will be located either under the side of the rear bed or under the refrigerator (FIG. 6).



(FIG. 6) 45 AMP CONVERTER PANEL

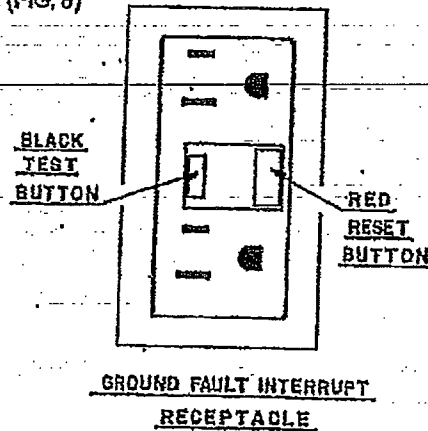
The circuits in the vehicle are protected by circuit breakers and fuses. Locate the converter and see where the fuses are located. If you blow a fuse, turn off the appliance. Unplug the fuse. Check the fuse for breakage and replace it with a new fuse of the proper rating. If the fuse continues to fail, contact your nearest dealer. NEVER REPLACE A FUSE WITH A HIGHER RATED FUSE THAN WHAT IS DESIGNATED. (FIG. 7)



(FIG. 7) TYPICAL FUSE

Ground Fault Interrupter

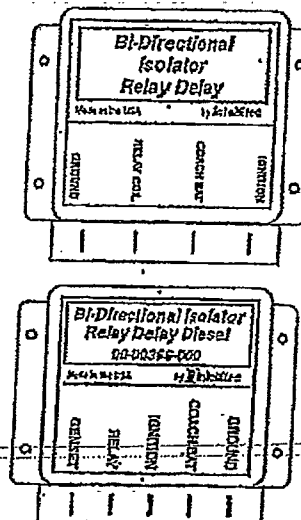
Your unit is equipped with a Ground Fault Interrupter that will stop the current in the event of a short. Refer to your manufacturer's owner's manual on how to reset the GFI (FIG. 8)



(FIG. 8) GFI RECEPTACLE

Automotive 12-volt system

The vehicle's alternator provides power to charge both the automotive 12-volt battery and the coach "house" batteries. An Isolator relay system prevents the RV battery from draining the automotive battery. (FIG. 9)



(FIG. 9) ISOLATOR RELAY SYSTEM

Review the isolator relay system manufacturer's owner's manual for specific information on this system

The automotive battery provides power to start and run the vehicle's ignition system and various automotive lights and accessories.

The alternator charges the RV battery that, in turn, powers all the appliances and equipment in the "house" portion of the vehicle that use 12-volts. These include the furnace blower, refrigerator, water heater, ignition, and the water pump. The RV battery is charged through the power converter whenever the vehicle is using a shoreline connection or when a generator is used. The Chassis battery is only charged when the vehicle is running.

NOTE: KEEP IN MIND WHAT APPLIANCES/EQUIPMENT YOU HAVE TURNED ON WHEN YOU ARE WORKING OFF THE RV BATTERY ALONE. SOME EQUIPMENT DRAINS POWER AT A MUCH GREATER RATE THAN OTHERS

Battery

As noted above, the unit has two or more batteries on board. Both are maintained in the same manner. Check the electrolyte fluid levels on a regular basis, especially during hot weather conditions. Refill as necessary with either distilled water or clean tap water in an emergency. **DO NOT ALLOW THE FLUID LEVELS IN THE BATTERIES TO FALL BELOW THE INTERNAL BATTERY PLATES. DAMAGE TO THE BATTERIES MAY RESULT AND SHORTEN THE LIFE OF THE BATTERIES.**

When charging the batteries, do not charge at such a fast rate as to cause spilling of the electrolyte from the cells. However, do charge the battery with the cell vent caps off.

WARNING:

NEVER USE AN OPEN FLAME AROUND BATTERIES. AVOID MAKING ELECTRICAL SPARKS. FUMES FROM THE BATTERY ARE COMBUSTIBLE.

KEEP AN EYE OUT FOR CORROSION ON THE BATTERY TERMINALS. CORRODED TERMINALS CAN CAUSE A LOSS OF AVAILABLE POWER AS WELL AS GO DOWN ON THE EFFICIENCY OF THE CHARGING/ELECTRICAL SYSTEM. THIS COULD LEAD TO A SITUATION WHERE THE BATTERY ISN'T CHARGED ENOUGH TO START THE VEHICLE...THE DRAIN ON THE BATTERY WAS GREATER THAN THE CHARGE TO THE BATTERY DUE TO DIRTY TERMINAL CONNECTIONS.

If your batteries have problems prior to the end of their warranty period, consult the nearest representative of the battery manufacturer.

When it is time to replace the batteries, be sure to replace them with quality batteries of equal electrical and physical properties. Contact your nearest dealer for advice in the selection of new batteries.

Battery Types and Charging

Only similar batteries should be connected together in one bank. Do not connect old and new batteries, or wet and gel cell batteries together. Deep-cycle batteries are usually rated in Amp-hours, which is based on a 20-hour discharge rate. Therefore, a 100 amp-hour battery can deliver 5 amps for 20 hours. Deep-cycle batteries can be discharged about 80% of capacity before damage occurs. Shallow cycling (60%-80% drain before recharge) will result in much longer battery life. To find out how long your batteries will last when using various equipment in your coach, research the amperage of the items in use, and use that number to gauge what size amp-hour battery you think you need. Keep in mind that you should recharge your batteries when they are 60% discharged, so only half of the amp-hour rating is actually used.

Completely charging wet cell deep-cycle batteries requires the battery voltage to be raised beyond what is known as the gassing point. This is the voltage at which the battery begins to bubble and gas is given off. If charging stops short of this point, sulfate is left on the plates and deterioration of the battery begins. The gassing point will vary with battery temperature. At 77 degrees F, the gassing point of a 12-volt battery is about 14.0 volts.

On-Board Auxiliary Power Generator (Optional)

This unit provides 110-volt power to the converter as well as charges the RV battery. Read over the manufacturer's owner's manual for the unit's operation and care/maintenance.

The unit runs on gasoline, LP gas, or diesel fuel depending on your chassis and the model generator selected. **BE SURE TO CHECK THE OIL LEVEL OF THE GENERATOR AT REGULAR INTERVALS.**

Inverter

Inverters are much like converters, only they perform the exact opposite functions. Inverters take 12-volt DC battery power and invert it to 110-volt AC power. Using the inverter can drain a fully charged battery in as little as two (2) hours, depending on what appliances are being used. Therefore, inverters are usually used sparingly.

The inverter switch should remain in the "off" position on the inside panel, unless using the inverter mode. The inverter/converter will still charge your batteries when in the "off" position and the coach has 110 volt shore power. If the switch is left on, as soon as you unplug the coach you will start draining your batteries. Also, if for some reason you lose your shoreline power source without your knowledge, the inverter will automatically take over and after a few hours your batteries could be completely drained.

When batteries are drained this low it takes at least 24 hours of slow charging to bring them back to a "charged" status.

The inverter is installed as a temporary means of supplying 110 volt power. You can watch TV for several hours, or run small appliances for a short period of time. Appliances with heating elements (ceramic heaters, blow dryers, curling irons, clothes irons, etc.) will drastically shorten the amount of power supply from the batteries. The inverter and battery bank is not designed to sustain the coach for long periods of time.

If you have the inside control panel option, leave the exterior switch located on the inverter in the "off" position at all times.

Check your inverter operator's manual for proper use of the inverter.

Monitor Panel

Your vehicle has an electrical panel that can provide you with important information about various systems on the RV including the condition of your batteries.

The panel is most often located above the stove or on the wall near the stove. The monitor panel will give you information including:

- How much potable (fresh) water remains.
- How full your black (sewage) tank is.
- How full your gray (waste water) tank is.
- How much LP gas is in your LP tank.
- How much charge your chassis and house battery have.

Solar Charger

Some motor homes come factory equipped with an optional solar charger. The solar charger is a low amperage charger for your house battery. The solar charger is operating when the red indicator light comes on. The red indicator light will be located on the base of the roof air conditioner or near the monitor panel near the driver's seat. Good exterior lighting is necessary for the solar charger to operate.

Television Electrical Connection

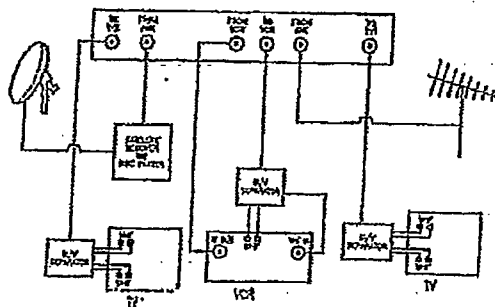
A television "cigarette-lighter" type DC electrical outlet is located in your vehicle. For example, on some units it is located both in the front and rear near shelving specifically built for holding TV's. THIS "CIGARETTE LIGHTER" OUTLET IS INTENDED FOR TELEVISION USE ONLY. ANY OTHER USE MIGHT CAUSE AN ELECTRICAL PROBLEM OR A POSSIBLE ELECTRICAL FIRE. USE ONLY THE PROPER "CIGARETTE LIGHTER" ADAPTER DESIGNED FOR YOUR SPECIFIC TELEVISION.

This panel may also contain a television 75 ohm RF antenna hookup.

TV Antenna and Cable Connections

Usually each coach is equipped with two (2) signals to choose from (newer models may have three due to mini-dishes). The two most common signals include the roof-top antenna and the external cable source.

In the cable system the most important part is the selector box. All signals come from and go to this box. The box is passive, and requires no electricity to operate. Most new "A" models have this box (FIG. 10).



(FIG. 10) VIDEO CONTROL BOX

The cable that carries the signal is called a "coax" cable. The cable is black and about as thick as an inexpensive ball point pen. The cable consists of one solid copper signal line, surrounded then by an insulation core, which is wrapped with a stranded ground wire shield and finally the exterior black cover. It is very important to make sure that the grounded strand wire does not come into contact with the solid copper wire, as this will adversely affect your reception. Also make sure that when using a satellite system the cable used is RG-6 cable. The coax cable commonly used for cable tv systems is insufficient for satellite systems.

If you have a bad reception, perform the following checks:

- Check with neighbors to see how good local cable and antenna reception has been.
- Make sure selector switch is set properly.
- Turn the antenna booster on.
- Set your TV to receive "Air" or "Cable", whichever signal you are watching.
- Check all cable ends to make sure that no ground strands are touching the center cable wire.

If you have no reception at all, perform the following checks:

- Follow all steps above.
- Some units have a cable splice in the back of the refer cabinet. Access this splice from outside and make sure the connection has not been compromised.
- Use a continuity tester to ensure that all cables are hooked up properly.
- Contact your local service center or park manager for assistance.

LP GAS

General

The Liquid Petroleum gas system in your unit furnishes fuel for various appliances. It is comprised of propane (LP) gas. LP gas provides an efficient and inexpensive source of energy.

The gas is stored in a pressure tank located on or under the chassis of your unit. Under pressure, the LP gas turns to vapor; it is this vapor that burns.

Each tank has an automatic eighty percent stop-fill valve that allows space in the tank for vapor expansion. The high pressure of the vapor in the tank is reduced in two stages as it makes its way to your appliance. The tank pressure will vary with temperature and altitude, but it may be in the range of 100 to 250 pounds per square inch (psi) or more. It is reduced by a pressure regulator to about 12 psi in the first stage and then to about 6.25 ounces in the second stage. The 6.25 ounces psi can also be expressed as 11 inches of water column.

The LP gas system is designed and built to rigid standards and tested before leaving the factory. Your dealer also tests the system prior to customer delivery.

NOTE: YOUR DEALER IS RESPONSIBLE FOR A THOROUGH LP GAS SYSTEM CHECK PRIOR TO DELIVERY. DO NOT ACCEPT THE UNIT UNTIL THIS CHECK HAS BEEN COMPLETED.

Except for simple maintenance and occasionally tightening a connection, you should take your unit to an authorized dealer for LP gas problems. The LP gas tank should always be filled by an authorized LP supplier.

NOTE: YOUR UNIT'S MANUFACTURER IS NOT RESPONSIBLE FOR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM IMPROPERLY MAINTAINED LP GAS APPLIANCES AND SYSTEMS.

CAUTIONS: READ LP GAS PRECAUTIONS IN THE FRONT OF THIS MANUAL. BECOME FAMILIAR WITH THEM AND MAKE SURE YOUR ENTIRE FAMILY IS COMPLETELY AWARE OF THE SAFETY ASPECTS OF LIVING AROUND LP GAS.

Climate Differences

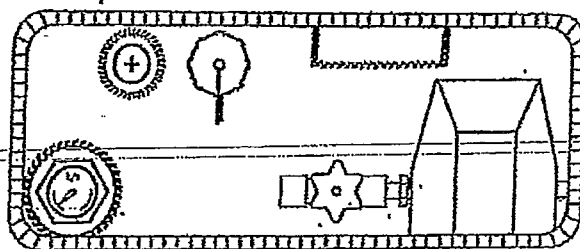
The appliances in your vehicle will not function if the LP gas does not vaporize. Propane will continue to vaporize down to -44 degrees F.

Propane has become the main type of LP gas used in RVs in recent years. Butane should not be used. The LP gas dealer will have the correct type or blend for his locale. If you plan on travelling from a warm climate to a cold climate, check with your local gas dealer to see if the blend he supplies is appropriate for the part of the county you plan on visiting.

Operation

To operate any LP gas appliance, the LP gas tank's service valve must be OPEN (FIG 11). When first used, or after a refill, there may be some air in the gas lines that will escape when the range burner or similar gas valve is opened. The air may extinguish the match or igniter the first time or two you attempt to light a stove burner.

Also remember that when you close the tank's service valve, some gas will remain in the lines. To completely bleed the lines of gas, close the tank valve and light the range burner. When the flame burns out, turn off the appliance.



(FIG 11). LP GAS TANK

Filling the LP tank

Make sure that all burners and pilot lights are turned OFF prior to having a gas supplier refill your LP tank.

Drive your unit to the LP supplier for filling. Never remove the tank from the unit. The supplier will connect his fill nozzle to your unit's LP tank FILL VALVE.

When the tank is being filled, the service valve must be CLOSED. The 20 percent LIQUID LEVEL GAUGE must be OPEN.

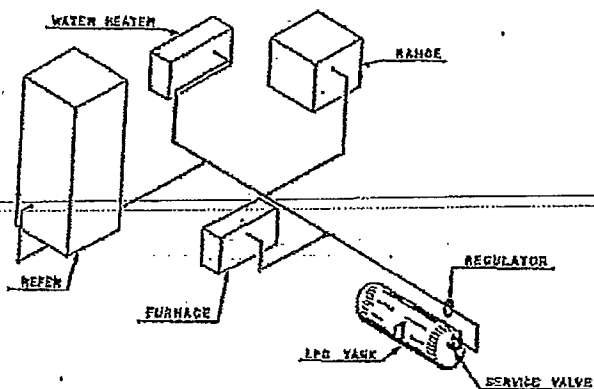
The 80 percent STOP FILL VALVE may close the valve before liquid appears at the 20 percent liquid level gauge, but if liquid does appear, stop filling immediately...the tank is filled to its LP capacity.

Do not use a wrench to tighten the service valve or the 20 percent gauge. They are both designed to be closed leak-tight by hand. If you cannot hand-tighten the valve, the valve may need repair or replacement. Consult your gas dealer.

YOUR LP TANK MUST BE KEPT FREE OF RUST AT ALL TIMES. IF RUST DOES DEVELOP, THE TANK SHOULD BE CLEANED COMPLETELY FREE OF THE RUST, PRIMED, AND PAINTED WHITE (OR SOME OTHER HIGHLY REFLECTIVE COLOR) WHICH WILL HELP TO REDUCE EXPANSION OF THE LP GAS BECAUSE OF HEAT.

Gas Line Check

Check the gas line connection and all other connections regularly. To check, turn OFF all burners and pilot lights. Open all doors and windows. OPEN the LP gas tank service valve and use soapy water or an approved leak detector fluid to test all line connections. Do not use products that contain AMMONIA or CHLORINE. The appearance of bubbles in the soapy solution indicates a leak. Tighten the connections with two (2) open-end wrenches until the bubbles stop. If this does not take care of the leak, contact your gas dealer. DO NOT OVERTIGHTEN. (FIG. 12)



(FIG. 12) LP GAS SYSTEM (TYPICAL)

Regulator Pressure

Have the gas regulator checked at the beginning of each season and whenever a problem occurs. Proper line pressure is 11 inches of water column. Your RV dealer or gas supplier can perform this needed check.

Gas Tank and Regulator Freeze-Up

LP gas regulator freeze-up can be prevented if owners are aware of its causes. Freeze-up may be caused by one of these things: moisture in the tank, an overfilled tank or a greater vapor withdrawal demand than the tank can deliver at a particular temperature.

Freeze-up occurs more frequently in cold weather since liquid gas does not vaporize as quickly. This, along with a higher demand, can cause frosting of the tank and regulator. Be sure to have your LP gas supplier add ANHYDROUS METHANOL before filling the tank in cold weather.

Moisture may enter the tank in the LP gas through condensation if air is allowed to enter the tank through an open valve. This can be avoided by using moisture-free gas and keeping all tank valves CLOSED during storage. If moisture is present, have the tank purged by an authorized dealer and have him add the proper amount of ANHYDROUS METHANOL for your tank.

An overfilled tank can allow liquid gas, rather than the needed vapor, to flow through the regulator. This can result in erratic regulator delivery pressure, improper appliance operation and possible frosting of the regulator and gas line. This can be avoided by following the procedures outlined in "Filling the LP Tank." Always contact your local gas supplier for current procedures.

Hose Replacement

The flexible LP gas hoses connected to your LP tank should be checked regularly for signs of deterioration and may need to be replaced every two to three years. Be sure to replace the hoses with approved and properly rated products.

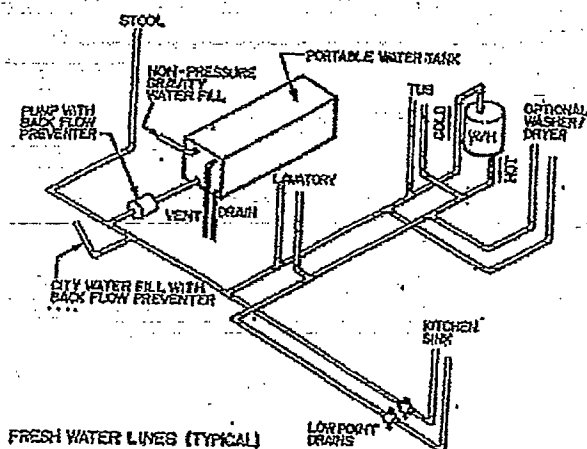
Regulator Vent Maintenance

Since the LP gas regulator is equipped with a vent that allows the system to "breathe," you must check it on a routine basis to see that it does not become clogged. If dirt, sealant or corrosion clogs the vent, clean it with a toothbrush or similar device. At least once a year have your LP serviceman check the regulator for adjustment and operation.

PLUMBING

Fresh Water

Fresh water for your RV is provided by filling the **FRESH WATER TANK** or by hooking directly to a city water connection. These sources supply water to the kitchen sink, shower, lavatory, toilet and water heater. (FIG. 13)



(FIG. 13) FRESH WATER LINES (TYPICAL)

City Water

Open the **CITY WATER INLET DOOR** and connect a hose to a city pressurized water faucet and to the vehicle's **CITY WATER INLET**. Some models have a separate water fill for the **FRESH WATER TANK**. Others have a selector switch to select either **LOCAL SUPPLY** or **FRESH WATER TANK**. To use **CITY WATER** make sure the selector is set to **LOCAL SUPPLY**. The fresh water tank and water pump are by-passed when the city water hook-up is used.

CAUTION: A **PRESSURE REGULATOR** SHOULD ALWAYS BE USED WHEN CONNECTING TO CITY WATER. EXCESSIVE WATER PRESSURE CAN DAMAGE LINES AND CONNECTIONS, CAUSING WATER DAMAGE TO YOUR RV. MAKE SURE WATER PRESSURE NEVER EXCEEDS 60 PSI.

Water Tank

UNLOCK the **GRAVITY WATER FILL HATCH** and use a hose or vessel to fill the water tank. Or, select **FRESH WATER TANK** after hooking the hose to the **CITY WATER**. Watch your monitor panel inside to determine when the tank is full.

CAUTION: NEVER LEAVE YOUR COACH UNATTENDED WITH FILLING THE FRESH WATER

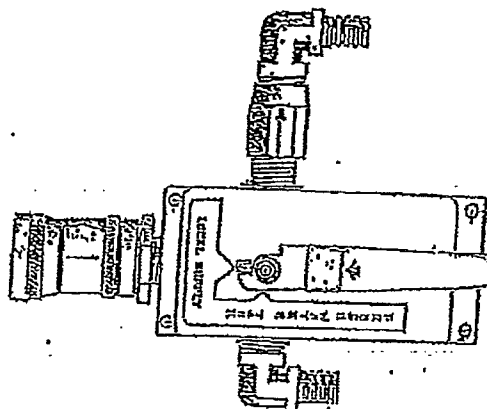
TANK! ALTHOUGH PROPER VENTING IS ALLOWED FOR OVERFLOW, THE WATER PRESSURE CAN EXPAND THE TANK AND CAUSE STRUCTURAL DAMAGE.

Use only fresh, potable water in the storage tank. To insure that the tank is clean, drain after each trip. Sanitize the tank when new, whenever contamination is suspected, or whenever it has not been used for a long period of time.

Quick Fill water supply

Some coaches come equipped with a **Quick Fill** water supply (FIG 13A) connection for supplying local water and filling the water holding tank. With this system, to fill the water tank connect the water supply hose to the female water hose fitting located inside the waste holding tank compartment. Select "fill" on the blue **Quick Fill** lever, which may be located on the opposite side of the coach, and turn on the water supply. Watch the inside monitor until the water tank reads full. If the water fill is left unattended, excess water will escape out the overflow valve located on top of the water tank. This method of topping off the tank should be avoided.

To select local water supply, simply turn the blue **Quick Fill** selector lever to the "local supply" position.



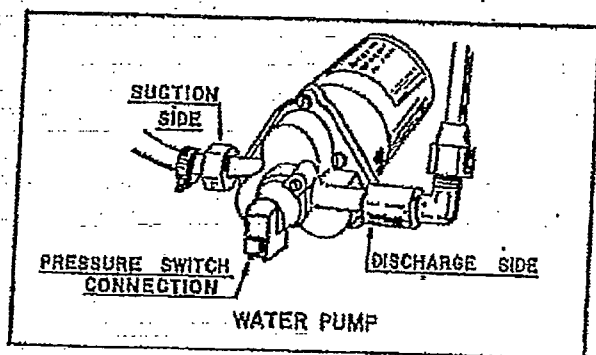
(FIG 13A) QUICK FILL WATER SUPPLY LEVER

Sanitizing the Water Tank

To drain, OPEN the **WATER TANK VALVE** (FIG. 14). When the tank is empty, CLOSE the valve. Mix three (3) gallons of water with three-quarters cup of **LIQUID HOUSEHOLD BLEACH**. Pour this solution into the tank through the **GRAVITY FILL**. Or, siphon from the winterizing tube supplied on some models. Wait three hours, drain and flush several times with fresh drinking water.

Water Pump

The RV water pump is a 12-volt DC appliance that is activated by a switch in the kitchen area or on the monitor panel. The switch may be left ON while camping. This is called a demand system. (FIG. 14)



(FIG. 14) WATER PUMP

Turn the faucet on when you want water. The pump will run only as long as needed. If the pump fails when the switch is ON, check the fuse located in the converter. If the pump continues to operate whether the faucet is open or closed, check the water tank to see if it is empty and check to see if there is a leak in the system.

DO NOT RUN THE WATER PUMP WITHOUT WATER IN THE SYSTEM. ALWAYS KEEP THE PUMP SWITCH OFF WHEN THE SYSTEM IS EMPTY OR WHEN CONNECTED TO CITY WATER. RUNNING THE PUMP DRY CAN DAMAGE IT AND VOID THE WARRANTY.

Secondary water pump switch

Some vehicle models have a second water pump switch located in the bathroom near the lav sink. This switch will turn on the water pump whether the main water pump switch is on or off.

Winterizing the Water Pump

With the water drained from the potable water tank, disconnect the water pump outlet hose and then turn the pump on to allow the remaining water to be pumped out (less than one cup).

If you desire, you can blow out the water lines with compressed air by opening all valves and placing the air nozzle into the system where the outlet hose has disconnected. Replace pump hose.

Water manifold system (USA only)

The water manifold system directs a separate hot and cold water line to each fixture in the RV. Therefore, if you wish to change your kitchen sink faucet, you need only to shut off the supply lines labeled "Kitchen sink." This will allow water supply to all other fixtures during service or replacement.

The water manifold is located in an exterior compartment. To activate water on a specific valve, use the provided key and turn the lever until it is lined up with the indicated arrows (left/right). To shut off water supply to a specific line, turn the key 1/4 turn in either direction (up/down). Note that both the hot and cold lines must be turned off for removal of plumbing fixtures.

Winterizing bypass on water manifold

The water manifold is designed to also act as a bypass for the water heater when winterizing the coach. To bypass the water heater, turn the cold #9 valve off, and the hot #9 valve on.

Drainage and Sewer

Your RV has a Drainage/Sewer system that operates much the same way as the one in your home. How extensive the system depends on your unit model and the options you obtained. It includes a drain line from the kitchen sink and shower to a GRAY WATER HOLDING TANK. There is also a marine toilet and lavatory that empties into a separate BLACK WATER HOLDING TANK. Which tank each sink drains into may vary from one model to another.

The drainage system also includes vents that carry odors caused by drain water and waste out of the RV, while also equalizing air pressure. Drain clean outs are provided to clean lines between fixtures and holding tanks.

Drainage P-traps

By code, all drains are equipped with P-traps to keep holding tank odors from entering the vehicle. If you detect a foul odor, which you believe is from your holding tanks, add water to all drains to ensure that your P-traps water hasn't evaporated from long term storage. Places to add water include the Kitchen sink, Bathroom sink, shower/tub, wet bar sink, and the washer/dryer drain.

Holding Tanks

Your unit has a GRAY WATER HOLDING TANK and a BLACK WATER HOLDING TANK. The tanks should be emptied frequently, or as indicated on the monitor panel. The tanks should always be emptied at a special DUMPING STATION. Most campgrounds and highway rest-stops and many gasoline stations are equipped with proper DUMPING STATIONS.

NOTE: MOST STATES HAVE LAWS PROHIBITING EMPTYING SEWAGE ANYWHERE BUT AN APPROVED DUMPING STATION.

While camping it is normal practice to leave your GRAY WATER HOLDING TANK valve open if your campsite is equipped with sewer hook-up. NEVER leave the BLACK WATER TANK valve open while using the coach. Since the system utilizes gravity to empty, the BLACK WATER TANK will not drain properly unless it has sufficient liquid to help drain out the solids.

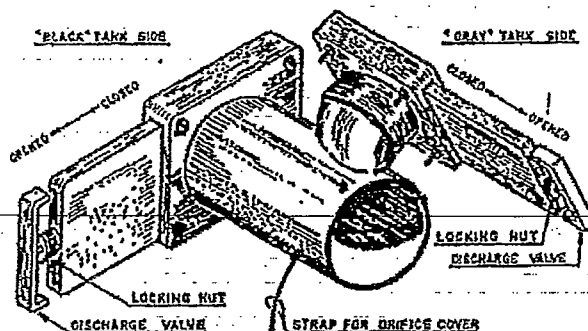
Emptying Holding Tanks

To empty the holding tanks, be certain that your RV is level since this process depends upon gravity. Remove the sewage drain hose from its storage location. Remove the cap from the termination outlet and connect the drain hose (FIG. 16).

NOTE: DRAIN THE TOILET (BLACK) HOLDING TANK FIRST.

To drain either holding tank, pull out the TERMINATION VALVE (FIG. 16) by pulling out the dump valve slide handle. Close the valve after the tank has drained. Flush or pour about two gallons of water through the toilet when emptying the black tank and drain again. This flushes the tank and helps clean the drain hose. Repeat as necessary.

Follow the same procedure for the GRAY WATER HOLDING TANK. A repeat flush is not necessary. When the tank is empty, push the dump valve handle in until it seats. Remove the hose, wash and replace it in its storage location. Replace termination outlet cap.



(FIG. 16) TERMINATION VALVES

Holding Tank Maintenance

Keep your tanks well flushed out when the vehicle is not in use. Allowing the tank to sit with any contents for more than a couple of days will ensure some sort of build-up on the monitor probes in the side of the tank and future monitor reading problems, even if this is the first time you have used your RV. One way to help flush them out is to drain them at the campground, then fill each tank half full of water for the trip home. The constant agitation while driving home usually does a good job of cleaning the tanks. Then, before you arrive at home, stop at a local approved dumping station and drain the tanks completely.

When camping there are a few things you can do to help facilitate the cleaning process later. First, you should always use some type of chemical additive in your holding tanks specifically designed for RV use. These types of chemicals will break down the contents of the tanks and help ensure good drainage. In addition, try using tissue designed for recreational vehicles. It will break down more than residential style tissues, and usually never clogs your drain valves.

Do's and Don't of Holding Tank Use

- DO Clean the holding tank with an approved cleaner.
- DO Add a special chemical additive to sanitize and improve tank action.
- DO Guard the tank against Freeze-up.
- DO Keep the dump valves closed to allow the tanks to get as full as possible to facilitate drainage.
- DO Keep the dump valve closed and the drain cap in place to allow the use of the system when not parked at a campsite.

DON'T Put Facial tissues, paper, automotive type anti-freeze, sanitary napkins, diapers or household toilet cleaners in your holding tank.

DON'T Put foreign objects in the system that could clog or damage it in any way.

DON'T Use the toilet while driving down the road. All occupants must remain seated with a secure seatbelt while the vehicle is moving. Further, the vacuum caused by the high-speed movement of the vehicle will cause the toilet to act as a vent when flushed, causing severe odors in the vehicle.

Holding Tank Flush system (optional)

The optional holding tank flush kit is installed on the gray and black water holding tank system. To use this system, connect a water hose to the flush kit hose located inside the holding tank dump valve compartment. Note that the lever used on this system is not an "on/off" lever, but rather a selector for which tank you wish to flush. After connecting your water hose, turn on the water to begin flushing your tank. For best results leave the dump valves closed until you have flushed each tank. Do not leave the flush system unattended, unless you decide to leave your dump valves open.

The optional glass container on the flush system hose is used to house a sanitation tablet for sanitizing each tank. Tablets are available at most RV dealers or RV parts stores.

Water System Winterizing

NOTE: READ THIS BEFORE WINTERIZING YOUR WATER SYSTEM.

If your RV is going to be stored unheated in temperatures that **COULD GO BELOW FREEZING**, the fresh water and waste systems must be winterized. Follow this procedure:

1. Drain the fresh water tank.
2. Drain pipes by turning the water pump ON and opening a cold water faucet. Wait for the water flow to stop. Turn pump OFF. Leave faucets OPEN.
3. Turn ON all faucets and OPEN the HOT and COLD WATER PIPE DRAIN VALVES. Leave these valves in the OPEN position. These valves are located either under the galley sink or in an exterior compartment, and permit the water to drain onto the ground below the RV.
4. OPEN the WATER HEATER drain valve located at the bottom of the heater (or remove plug). Let the water drain out. OPEN the heater SAFETY VALVE.
5. Flush the toilet.

6. After each faucet has been opened, drained and closed, CLOSE the WATER LINE DRAIN VALVES.

7. Drain the WASTE WATER HOLDING TANK.

8. Double check that ALL WATER has been drained.

9. Secure all protective caps including the water tank filler, city water inlet and waste drain outlet.

CAUTION: DRAINING THE WATER SYSTEM ALONE MAY NOT BE ENOUGH TO PROVIDE COMPLETE COLD WEATHER PROTECTION FOR AN RV UNIT THAT WILL BE STORED IN AN UNHEATED ENVIRONMENT WHERE TEMPERATURES DROP BELOW FREEZING. CONSULT YOUR DEALER FOR MORE INFORMATION ON THE BEST METHOD OF WINTERIZING YOUR VEHICLE.

Units equipped with a winterization siphon hose should use it to pump RV anti-freeze into the plumbing system.

Always pour a cupful of RV anti-freeze into each drain after your coach has been winterized.

Some people may choose to remove water from the plumbing system by using air pressure. If you choose to do this make sure that the air pressure never exceeds 60 psi.

WARNING: DO NOT USE AUTOMOTIVE ANTI-FREEZE OR WINDSHIELD WASHER FLUID ANTI-FREEZE IN THE MOTOR HOME WATER SYSTEM. THESE CAN BE HARMFUL OR FATAL IF SWALLOWED. YOUR DEALER CAN PROVIDE YOU WITH SPECIAL ANTI-FREEZE THAT IS SAFE AND APPROVED FOR RV WATER SYSTEMS. ALWAYS FOLLOW MANUFACTURER'S INSTRUCTIONS FOR THESE ADDITIVES.

APPLIANCES

WARNING:

THE HOT WATER HEATER AND FURNACE USE LP GAS AS FUEL, AND IN THE COURSE OF NORMAL OPERATION HAVE PARTS/SURFACES THAT BECOME VERY HOT AND ALSO EMIT COMBUSTION GASES. BE CAREFUL TO ALWAYS FOLLOW MANUFACTURER'S RECOMMENDATIONS ON VENTILATION AND DO NOT TOUCH THE AIR EXHAUST PORTS OR ALLOW ANY MATERIAL TO COVER THEM OR EVEN COME IN CONTACT WITH EITHER THE INTAKE OR EXHAUST OF THESE APPLIANCES.

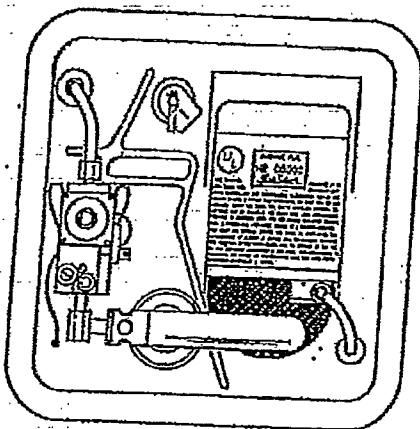
WHENEVER YOU OR SOMEONE IN YOUR VEHICLE SMELLS LP GAS, TAKE PRECAUTIONS AS OUTLINED EARLIER IN THIS MANUAL.

Water Heater

NEVER IGNITE THE HOT WATER HEATER WITHOUT FIRST FILLING IT WITH WATER.

The water heater is accessed by a panel on the outside of the vehicle (FIG. 18). Turn on the hot water faucet at the galley sink to see if the tank is full. Operating instructions can be found in the manufacturer's owner's manual.

NOTE: ONLY QUALIFIED TECHNICIANS SHOULD PERFORM SERVICE ON THE WATER HEATER. IF NOT SERVICED PROPERLY A FIRE COULD OCCUR.



(FIG. 18) WATER HEATER

Range

Also operated with LP gas are the range burners and the oven. The basic operation is the same as the units in your home except that extra care must be taken to provide adequate ventilation in your RV. Unlike your home, the RV has limited space, thus, a limited amount of oxygen available for combustion.

WARNING: DO NOT USE OPEN FLAMES, SUCH AS THE RANGE BURNERS, TO WARM THE LIVING AREA OF THE RV. THE FLAMES CONSUME THE OXYGEN IN THE VEHICLE AND COULD RESULT IN ASPHYXATION.

Always provide adequate ventilation when using the range and oven. It is always best to use the range exhaust hood and open a window slightly.

Your owner's packet contains owner's manuals for the oven and range. Read these over carefully to become familiar with the safe operation of these appliances.

Microwave

The optional microwave is no different than that found in your home. It relies on 110-volt power for operation and should never be used while driving down the road. Read over the microwave oven's owner's manual to find all the information on its operation and cleaning.

Refrigerator

Unlike your home refrigerator, the unit on your RV can be operated on LP gas and 120-volt AC electricity. Read over the owner's manual provided in your owner's packet before putting the refrigerator into operation.

The refrigerator will not operate correctly if the vehicle is not level while parked. The refrigerator coolant will not circulate properly if the unit is not level.

For best results, make sure the outside sidewall vent and roof vent are always clear of debris. Without proper circulation of the rear coils the unit will not keep food cold.

Upon initial operation, or after being stored, the refrigerator it could take up to 24 hours before the unit is cool enough for use.

Furnace

Your RV is equipped with a forced-air furnace similar to the type found in most homes with the exception that it is fueled by LP gas. Each unit is equipped with a wall mounted thermostat that controls the temperature. An operating manual for the furnace is included in your owner's packet.

The furnace is designed to have un-obstructed airflow from all its vents, including interior and exterior. If any vent is blocked the furnace may shut itself off.

The furnace igniter is powered by your 12-volt battery system. If the system battery is low the furnace blower will come on, however the furnace will not ignite. Make sure you have sufficient battery power before operating the furnace.

Your furnace is designed to sustain a desired temperature in the vehicle at most times. Due to varying weather conditions, the furnace may not be able to keep up with sub-freezing temperatures. The amount of vehicle occupants and the position the vehicle is parked may help or hinder the furnace's ability to keep up with freeze conditions. Consult the furnace owner's manual for more information.

WARNING: DO NOT SUPPLEMENT THE FURNACE WITH ANY PORTABLE FUEL-BURNING APPLIANCE FOR HEATING THE INTERIOR OF THE MOTOR HOME. THESE APPLIANCES ARE NOT SAFE; ASPHYXATION/CARBON MONOXIDE

POISONING IS POSSIBLE IN ANY SMALL, WELL-SEALED SPACE.

Air Conditioner (roof)

Many motor homes are equipped with a roof air conditioning system that works with electrical power from either a shore line or a portable generator.

Air conditioners are capable of cooling air a maximum of 18 to 22 degrees in a 60% humidity environment. As the humidity goes up, the cooling difference goes down. If the temperature inside your coach is 100 degrees when you turn on the air conditioner, it will only put out 80 degrees. Eventually the air inside the coach will cool, and as it cools the air put out by the air conditioner will cool also. However, when starting out at 100 degrees, this cooling could take several hours before it reaches your desired temperature. Therefore, if you know the weather will be hot, turn your air conditioner on early.

The two most common complaints with roof air conditioners are they won't turn on at all, or when they do turn on, they won't put out cold air. Obviously, if the unit won't turn on you may have a problem with something other than the air conditioner. Always make sure you have sufficient power to run each air conditioner you plan on using. If your power source has only 30-amp service, you can run only one (1) air conditioner at a time. Using an adapter to plug in your 50-amp cord to 30-amp service doesn't allow the use of both AC's either. Most AC's require a minimum of 13 amps to operate properly. Although the amperage of two AC's running at the same time doesn't add up to 30 amps, other components in the coach, such as the converter, refrigerator, VCR (draws amps simply by just being plugged in), etc., draw enough amperage to push the total amp load over the 30 amp mark. If you desire to run both AC's in a 30-amp environment, try running your generator instead of using shore power. Run both AC's off the generator until the coach cools off, then use shore power to run only one AC, which by itself will usually maintain a cool temperature inside the coach.

Fantastic Fan Operation

The ceiling fan used in your coach is designed to ventilate the interior when cooking or if the use of your air conditioner is not desired. If used properly the roof fan can cool the interior by as much as 15 degrees within a short period of time. When used in the exhaust mode, the fan pulls hot air from high inside the coach and will pull fresh air from an open window. This fan is usually controlled by a wall-mounted thermostat (some models have a thermostat built right on the fan), which must be turned on and adjusted to your desired temperature before use. The wall-mounted thermostat is not the same that is used for the

furnace or air conditioners. Please review the supplied fan owner's manual for additional operating instructions.

Effects of Long Term Occupancy

More and more today motor homes are being used for more than just recreational vehicles. Those of you that intend to use the vehicle for extended periods of time must be prepared to deal with condensation and the humid conditions that may be encountered. The normal activities of even a small number of occupants in the relatively small volume of a modern recreational vehicle with its tight construction will lead to rapid saturation of the air inside the vehicle and the appearance of visible moisture, especially during cold weather.

Estimates indicate that a family of four can vaporize up to three gallons of water daily through its breathing, cooking, bathing and washing. Unless this vapor is carried outside by ventilation, or removed from the air by a dehumidifier, it will condense on the inside of the windows and walls as moisture. In cold weather it will appear as frost or ice. It may also condense in the walls or ceiling and appear as stains on paneling. This will increase the heating load on the furnace somewhat, but it will greatly reduce condensation. You should increase ventilation when large numbers of people are present.

CAUTION: DO NOT USE COOKING APPLIANCES FOR COMFORT HEATING. IN ADDITION TO THE TOXIC FUMES AND OXYGEN DEPLETION, OPEN FLAMES ADD MOISTURE TO THE AIR INCREASING CONDENSATION.

SLIDE OUT SYSTEMS

If your vehicle is equipped with a slide out there are several precautions that should be taken before operation of the slide room.

1. Make sure you have clearance on the exterior.
2. Make sure your slide out awning is unlocked.
3. Make sure that all interior items are clear.
4. Make sure that you have sufficient battery power.

Hydraulically operated rooms require a fluid level check every time the RV is used. This practice should be included in your pre-travel checklist. If you find that your fluid is low, use a ten-(10) weight hydraulic fluid to fill the reservoir to the proper level. Usually the fill cap has a fluid level indicator attached.

If your slide out room fails to move in or out you may have a low battery. Make sure that the battery is fully charged and try the operation again (the slide out will not operate on the converter alone, also, a battery that reads 12 volts may not be at full amperage

capacity). If the hydraulic slide out room has to be manually moved in or out, refer to the instructions listed on the hydraulic reservoir for proper manual operation. If the procedures are not listed contact the hydraulic system manufacturer or your nearest Gulf Stream dealer for assistance.

Slide out Kill Switch

Some Gulf Stream models have a kill switch mounted to the base of the driver's seat. The slide out will not function unless this seat is moved to its forward most position.

Slide out Circuit Breaker Switch

If attempting to move the slide and its perceived that the pump has no power, check the 12 volt 50 amp mini-breaker located in either the front or rear exterior electrical compartment to make sure it has not been tripped. Reset the breaker as needed.

Slide out Weather Seals

Periodically check all seals and gaskets on the slide out walls for proper fit and operation. Check the condition of the slide tubes (not the hydraulic ram) under the slide out, and if needed use bearing grease for ease of operation.

Slide outs are not designed to have a 100% air-tight seal, however, you will find that the best seal possible can be achieved with pro-active maintenance and proper use.

Slide out Ignition override

The slide out has a safety override installed to prevent operation while the ignition switch is on. Make sure the ignition switch to the motor home is off before troubleshooting any slide out problems such as, non operation.

VEHICLE MAINTENANCE

Generally, sealants are designed to last more than a few years; however, the varying weather conditions across the country, and vastly different climates from Canada to the Rio Grande, can breakdown those sealants in as little as 1 year. Some sealants applied in the spring must be touched up again in the fall, and in the windshield area on a bi-monthly basis. The windshield is probably subjected to the worse conditions, and therefore will require more maintenance. If the windshield leaks, a good urethane adhesive designed for installing windshields is recommended for application under the rubber gasket,

followed up by a small silicone seal where the gasket lays on the windshield.

Probably the most important area to check for proper seals, is the roof. Generally, this area should be checked at least twice a year. If you find any area that looks questionable, reseal it. The sealant that you should use depends on what type has already been applied. Most rubber roofs used on RV's today use a sealant that is "Self-Leveling," or gradually spreads out up to an hour after it is applied. Before this type of sealant is applied it may be necessary to remove all sealant in the questionable area, as this will ensure that the new sealant will get a good seal when applied. Due to the fact that this sealant tries to settle after it is applied, it is not recommended for application in areas that travel over the edge of the roof. In these areas a good silicone sealant of the same color will perform the task at hand.

Other areas that will need attention include the moldings used on the side walls and the compartment door edge moldings. Since these areas are more accessible for periodical checks, I would recommend inspecting the side walls and compartment doors every time you wash your vehicle. Sometimes washing the side walls can actually remove some necessary sealants. If you find an area on your side walls that needs resealed, a clear silicone, or one that matches the color of your side walls should be used. When resealing compartment doors, only a clear silicone sealant is recommended, as these doors are usually painted and the color would be difficult to match.

The last few areas that might need attention are those around the clearance lights, tail lights, rear view mirrors, and around accessories and windows. All these areas can be resealed using a common silicone based sealant/adhesive. However, when sealing windows and the base of rear view mirrors, be careful as to keep from sealing over any weep holes. These holes are designed to drain any water that may have found its way to the inside of a window or mirror.

Keeping up on the maintenance of your sealants will keep your RV looking beautiful for a long time. If you are not sure what types of sealants should be used on any part of your RV, a simple phone call to your local dealer for direction will prove beneficial.

If you plan on using wax on your side walls you should use a marine type wax on the unpainted portions of the coach. Marine type wax is best suited for fiberglass surfaces. Regular automotive wax is suitable for painted surfaces of the RV.

Corrosion Protection

Your Gulf Stream recreational vehicle has been designed to withstand normal environmental conditions. But, the sand and salt used on the highways and the salt spray in the air near oceans can

cause the metal components on your recreational vehicle to corrode.

To protect your recreational vehicle from this corrosion, it must be thoroughly cleaned as soon as possible after exposure to these elements. Washing the undercarriage with a high-pressure washer will remove the majority of the salt. But, this will not replace the paint that is literally sand-blasted off the undercarriage by the road salt and sand. Sand-blasted and corroded frame components must be refinished. This can be done with readily available rust preventative paint and undercoating. This is necessary to properly maintain your recreational vehicle.

We have also found generators to be affected by salt spray. Since the generator requires air for operation and cooling, the generator compartment cannot be completely sealed from the elements. Therefore, whenever the recreational vehicle is exposed to salt spray, the generator should also be cleaned.

Aftermarket undercoating processes are also beneficial in rust prevention. But, to remain effective, these treatments must be inspected and renewed annually as most undercoating agents can dry and peel with age.

Therefore, regularly scheduled inspections and maintenance is necessary to protect your recreational vehicle and its various components and fixtures from the elements and keep it corrosion-free.

In addition to maintenance, you should keep from storing your vehicle in grassy areas for long periods of time. The stagnant, moist air developed under the coach will speed up the corrosion process. Always store your vehicle on pebble, concrete or asphalt.

LEVELING JACKS

Leveling Jack systems are installed to level your coach, and to keep the coach from swaying when parked for camping. Leveling jacks were not designed as lifting systems for service access under the coach. Placement of ANSI approved jack stands under the coach is necessary prior to entering the underside of any vehicle for service.

Due to the varying options contained in leveling jack systems, it is recommended that you read the operation manual included with the system installed on your coach (optional) for proper operation procedures.

Leveling Jack Circuit Breaker Switch

If you are having trouble with the system, make sure that the 50 amp 12 volt mini breaker installed in either the front or rear exterior electrical compartment has not been tripped. Your batteries must be near fully charged to operate the leveling system as well. Also make sure that you have the ignition key in the proper

position, the brake is set, and that the transmission is in "park."

AWNINGS

Awnings installed on your vehicle are optional and may have been added by your dealer. Proper use, care, and maintenance procedures for awnings are included in the literature provided with the awning.

To open your main awning:

- Make sure that you have sufficient clearance from obstructions.
- Unlock the awning using the provided wand. Pull down the locking latch located on the top of the right awning arm.
- Unlock the travel lock on the awning arm, if equipped.
- Loosen the rafter arm knobs located in each awning arm.
- Using the wand, hook the loop hanging in the center of the awning and pull the awning completely out.
- Slide each rafter arm to the top of each awning arm and tighten the rafter knobs, making sure the awning fabric is not loose.
- Near the base of each awning arm is a flip-out lever/handle, which is also an awning arm slide lock. When the lever is flipped out, the awning arm can be slid up to raise the awning. Flipping the lever back down will allow the arm to lock.
- Your awning is now in place. You may choose to use anchor straps for extra support in windy conditions.

To close the main awning:

- Flip the awning arm levers out and slide the awning arms back down, being careful not to let the awning drop down, as flipping the levers out will unlock the arm and allow it to slide down.
- Loosen the rafter arm knobs and slide the rafter arm as far down as it will go. Do not re-tighten the rafter arm knobs at this time.
- While holding the wand strap in the awning tube, push the awning main latch located on the top of the right arm to "locked." BE CAREFUL! This will cause the awning to roll up if you don't have a good hold of the awning tube strap.
- Holding the awning tube strap, allow the awning to roll up until you can use the wand in the strap. Using the wand, allow the awning to roll all the way up. Do not allow the strap to get rolled all the way in the awning fabric.
- Lock the awning arm travel latches.
- Re-tighten the rafter arm knobs located in each awning arm.

Window awnings do not need to be unlocked for use. Simply use the awning wand and hook the awning strap located in the center of the window awning. Pull

INDEX

12-VOLT/110-VOLT.....	13
30-AMP AND 60-AMP 110-VOLT SERVICE.....	14

A

AIR BAG (SUSPENSION) WARNING.....	8
AIR CONDITIONER (ROOF).....	24
ANTI-LOCKING BRAKING SYSTEM (ABS).....	11
APPLIANCES.....	23
AUTOMOTIVE 12-VOLT SYSTEM.....	16
AWNING CARE.....	27
AWNINGS.....	27

B

BATTERY TYPES AND CHARGING.....	16
BATTERY.....	16
BRAKES.....	10

C

CARBON MONOXIDE SAFETY.....	4
CARRYING CAPACITY.....	6
CHILD'S SAFETY SEATS.....	3
CITY WATER.....	20
CLIMATE DIFFERENCES (LP).....	18
COACH SYSTEMS.....	13
CORROSION PROTECTION.....	26

D

DANGERS OF OVERLOADING.....	8
DASH SWITCH SYMBOLS.....	12
DASHBOARD INSTRUMENTS.....	11
DAY-TO-DAY OPERATION.....	10
DETERMINING WEIGHT AND WEIGHT DISTRIBUTION.....	7
DO'S AND DON'TS OF HOLDING TANK USE.....	22
DRAINAGE AND SEWER.....	21
DRAINAGE P-TRAPS.....	22
DRIVER CONTROLS.....	10
DRIVING TECHNIQUES.....	10

E

EFFECTS OF LONG TERM OCCUPANCY.....	25
ELECTRICAL.....	13
EMERGENCY TOWING OF MOTOR HOME.....	10
EMPTYING HOLDING TANKS.....	22

F

FANTASTIC FAN OPERATION.....	25
FEDERAL WEIGHT DEFINITIONS.....	6
FILLING THE LP TANK.....	18
FIRE SAFETY.....	4
FRESH WATER.....	20
FURNACE.....	24

G

GAS LINE CHECK (LP).....	19
GAS TANK AND REGULATOR FREEZE UP (LP).....	19
GASOLINE TANK SAFETY.....	8
GENERAL SAFETY.....	3
GROUND CLEARANCE.....	10
GROUND FAULT INTERRUPTER.....	15
GULF STREAM WARRANTY.....	1
GULF STREAMERS INTERNATIONAL RV CLUB.....	32

H

HOLDING TANK FLUSH SYSTEM.....	23
HOLDING TANK MAINTENANCE.....	22
HOLDING TANKS.....	22
HOSE REPLACEMENT (LP).....	19

I

INVERTER.....	10
---------------	----

J

JUMP STARTING.....	12
--------------------	----

L

LEVELING JACK CIRCUIT BREAKER.....	27
LEVELING JACKS.....	27
LOADING TIPS.....	5
LP GAS SAFETY.....	2
LP GAS SAFETY.....	6
LP GAS.....	18

M

MANUFACTURERS LABELS.....	6
METHOD OF WEIGHING YOUR VEHICLE.....	7
MICROWAVE.....	24
MONITOR PANEL.....	17

O

ONBOARD AUXILIARY POWER GENERATOR.....	16
--	----

P

PAC BRAKES AND JAKE BRAKES.....	11
PLUMBING.....	20
POWER CONVERTER.....	16
PRE-TRIP CHECK LIST.....	29

Q

QUICK FILL WATER SUPPLY.....	20
------------------------------	----

R

RANGE.....	24
REFRIGERATOR.....	24
REGULATOR PRESSURE (LP).....	19
REGULATOR VENT MAINTENANCE (LP).....	19
REPORTING SAFETY DEFECTS.....	28

S

SAFETY.....	13
SANITIZING THE WATER TANK.....	20
SEAT BELT MAINTENANCE.....	4
SEAT BELT MOUNTING.....	4
SEAT BELT USAGE.....	3
SECONDARY WATER PUMP SWITCH.....	21
SLIDE OUT BREAKER SWITCH.....	26
SLIDE OUT KILL SWITCH.....	26
SLIDE OUT SYSTEMS.....	25
SLIDE OUT WEATHER SEALS.....	26
SMOKE DETECTOR.....	4
SOLAR CHARGER.....	17
STARTING AND VEHICLE WARM UP.....	12

6-27-08

Mrs. Tibbs,

Ralph spoke with you on June 4, 2008 about our Gulfstream Coach. The leaking slides, mushrooms growing in carpet. Here are the picture of water and all kind of damage in the coach etc. Since we purchased this coach, it has spent 6 weeks in Repair Shop. Very little done. They kept it Two week after purchase so we would be ready to camp with no problems.

Wrong! Nothing fixed. Different parts they say ordered and still not fixed Two more times in shop. Last time in Shop 6-5-08 - 6-20-0. Still not fixed. Parts for Refrigerator still not in. Still leaking. Anyone can purchase a Motor Home. But Good Service is what will sell Gulfstream Motor Homes from Satisfied Customer. Everywhere you camp People ask about the Home & Service.

Ralph Thomas
Nancy Carolyn Thomas

July 19, 2008

Mrs. Pauline Tibb,

Again I am enclosing Pictures of mushrooms growing in the Gulf Stream Coach. The Pictures enclosed were taken on Friday July 18, 2008. Also enclosed is a picture in the Panel of drivers side of the door. Professionals could not find this serious leak. Picking up the drink holder cup and looking in the panel of the opening under drink holder cup. We can see the mold forms in carpet. I'm sure it is in the wall area as well. This is a 2007 Gulf Stream with so many things wrong with it. I would think this leak has been there for a long time. When I see this area leaking, Plus the slides leaking when they are closed. I have a sick feeling this coach is loaded with harmful Mold & Bacterial to harm us and our precious Grandchildren. You can also add the refrigerator leaking water with a cloth to catch the drip since we purchased it the Coach in April 2008

Again I Nancy Carolyn Thomas have lived through a aneurysm on the Brain in 2001. My Brain was opened and Metal Clip attached. I have survived a Kidney Removed in the 1970's. I have survived 10 surgeries.

July 19, 200.

Again this was suppose to be our Retirement fun.
It has turned into a nightmare. I truly Pray
that we or my Grandchildren don't die from
Respiratory or Lung Problems.

Again GulfStream would be making the
right decision to take the Mold infested Coach
back and set us free from this Coach from what
I see happening inside. You can rest assured
I will never feel safe or Healthy in this Coach.
My Medical Doctors will be informed of the
Sick Condition of the Coach I have been sold.

Again GulfStream I feel should give us a
new one. (Not this damaged one.) After all
we thought and was told it was a new one.

After the purchase and papers signed The
Mechanic Mr. Carter told us it had been
broken into the TV's stolen Etc. Another
Nightmare.

I've been through too much to let Mold,
Mildew, & Mushrooms & leaks, leaks, &
leaks growing in Coach to destroy
our Health or Life at our age.

Again I hope this can be resolved
with out Lawyers. I would appreciate
this given attention immediately. Our
Summer is almost over with coach
staying in shop with no help.

God Bless you
Ralph & Carolyn Thomas

7-23-08

Mrs. Tibb,

Sending you more pictures. The inside
of coach is very scary & not healthy. Add
these pictures to your file. Maybe we
need to have the EPA involved in this.
In fact I know we do.

Thank you,
Ralph & Carolyn Thomas

5-11-08

1. Front door too hard to open
2. Mushrooms growing behind driver's seat
3. Leaking around living room slide close to front door.
4. Leaking around faucet in kitchen sink. See the circles around the faucet
5. Leaking around door on refrigerator
6. Mirror in half bathroom crumbled on floor from door. Very dangerous! Skinned the Marble on side
7. Bedroom slide leaking on the carpet the end close to bedroom door. Carpet soaking wet.
8. Master Bathroom door dragging too close. need adjustment
9. Window in dining room next to or behind Passenger seat. Won't lock the handle for the lock is drilled in wrong place. Maybe you should check for Mold. Don't want respiratory problems.
10. Also window beside passenger seat won't lock. Handle drilled in wrong place.

seriously

leaks (Slides & Storage bins)

Replace T.V, DVD player so we can see buttons
without standing on ladder to see them.

Slide Topper on Passenger side Bedroom.

Cruise control

Mirror fell off Bathroom wall

arms on leather seats torn

all Windows only lock on one side no

Holes line up to lock drilled in wrong place

8) Buttons ~~top~~ on front Steps missing

Bed ~~of~~ Comforter Button missing

Dash

Can't pull lock on front door to lock &

unlock because hurts my hands

Thursday June 5, 2008

1. Replace cover on light outside front door.
2. Leaks (Slides & Storage bins Compartments)
3. Replace TV, DVD player as we can see buttons without standing on ladder to see buttons to adjust.
4. Slide Topper on passenger side Bedroom.
5. Cruise Control
6. Mirror fell off Half Bathroom wall, after you replaced the first one. Someone could have been seriously injured or fatal. Marble on side of wall chipped in several places from fallen mirror.
7. Arms on Driver & passenger seats torn.
8. All windows only lock on one side. The holes won't line up to lock. (They are drilled wrong)
9. Button on front Step missing.
10. Need to work on lock on front door. It will injury your hands trying to lock or unlock the door.
11. The comforter on bed is missing the button on bottom sack.
12. Kitchen Cabinet under sink (the lock & screws are loose on door. (Very wobbly)
13. Cabinet in Master Bathroom over the Commode. the screws are out. Screws inside cabinet (Very wobbly)
14. Carpet behind passenger seat in dining room was Soaking Wet again. Carpet Soaking Wet again in bedroom. Behind Drucis seat Carpet soaking Wet again. Mushrooms growing again

15 Need to replace Carpet, Maybe woodwork under Carpet. Do not want Respiratory Problems from the mold build up. Just like I told you last time.

16 This Motor Home has a lot of Serious Problems that will be taken care of. I won't endanger our Health with this kind of Mold build up.

17 Leaking Refrigerator

File copy

Take to N.C.

17-28-08

1. Right Windshield wipers that hold washer tube in place missing.
2. Mat missing in right front lower compartment.
3. Left front compartment leaks
4. Right side compartment door leaks & bowed.
5. Check Satellite out (don't work)
6. Leaking & growing mold around Drivers side, Also leaking in door wall.
7. Leveling jacks two lights won't go out, when leveling. (Don't work right)
8. Right Fog light already tarnished water in it. (need to be fixed)
9. Rusted bolts on outside of dining Room slide. When slide it out. (Probably from leaks)
10. Leaking Refrigerator (Been leaking from day 1)
11. DVD player can't see how to play or adjust (must be wrong DVD)
12. Leaking around Drivers window & wall.
13. Leaking when we have heavy rain slide in Bedroom by door. Rain comes in with slide in or out.
14. This carpet in coach is ruined from leaks all through the 'Home

Take to N.C.

7-28-08

5. Most all windows won't lock on both sides. The holes are ~~are~~ drilled in wrong place. (Do not line up)
16. Cruise Control don't work.
17. Need to check front door.
18. Arm Rest on Drivers & passengers seat torn
19. Comforter on bed missing button.
20. Slide Topper on passenger side Bedroom missing.
21. Cover missing to cover bolt on passenger seat chair adjustment
22. The mirror they replaced for the second time has black spots in the glass. (Look like they put up old mirror)
23. Wall by Master Bathroom toilet Push on wall and see how it is warped & move in & out.
24. Please fix the slide on my bed. You can see outside and the gaskets are cut too short on side. You can see the whole world out side from under my bed & on the side. (spiders, Snake, Squirrels can ~~enter~~ enter here. Please cover all this

Last time ^{I talked to} Mrs. Pauline Tibbo

was 8-5-08 coming from Rual N.C.
I called her. She said she could do
nothing until they sent pictures and
whatever they said needed to be done.

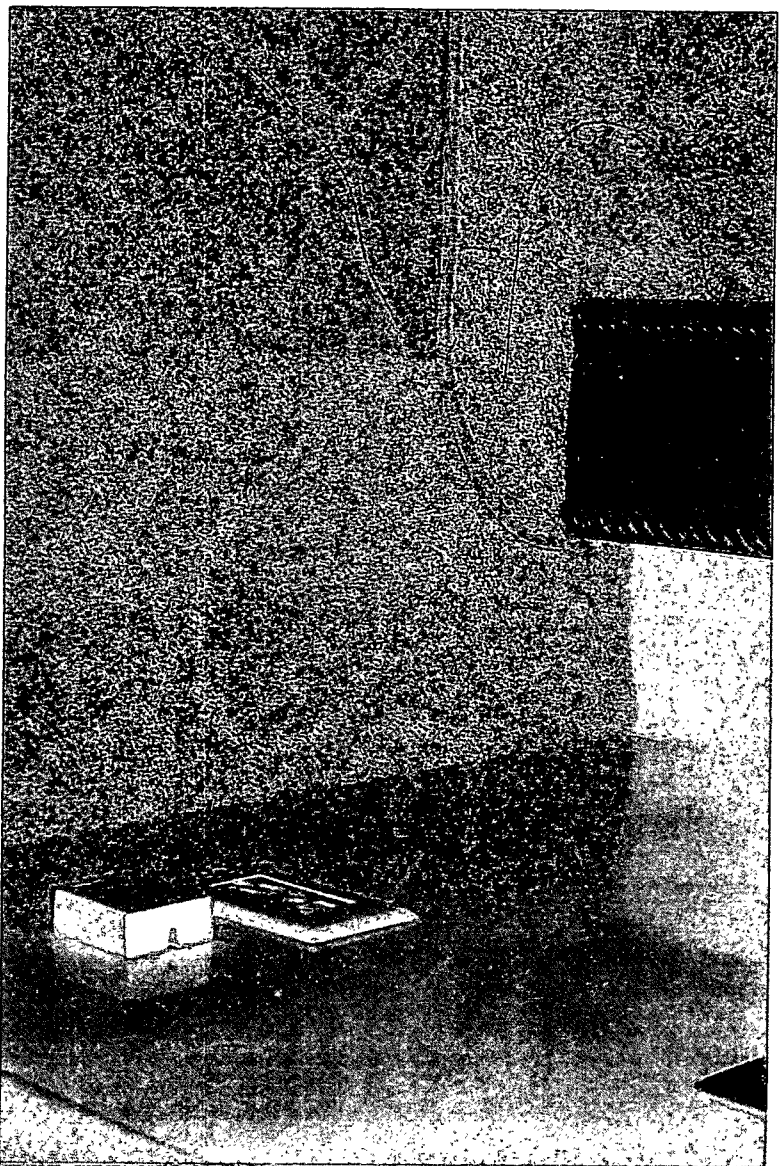
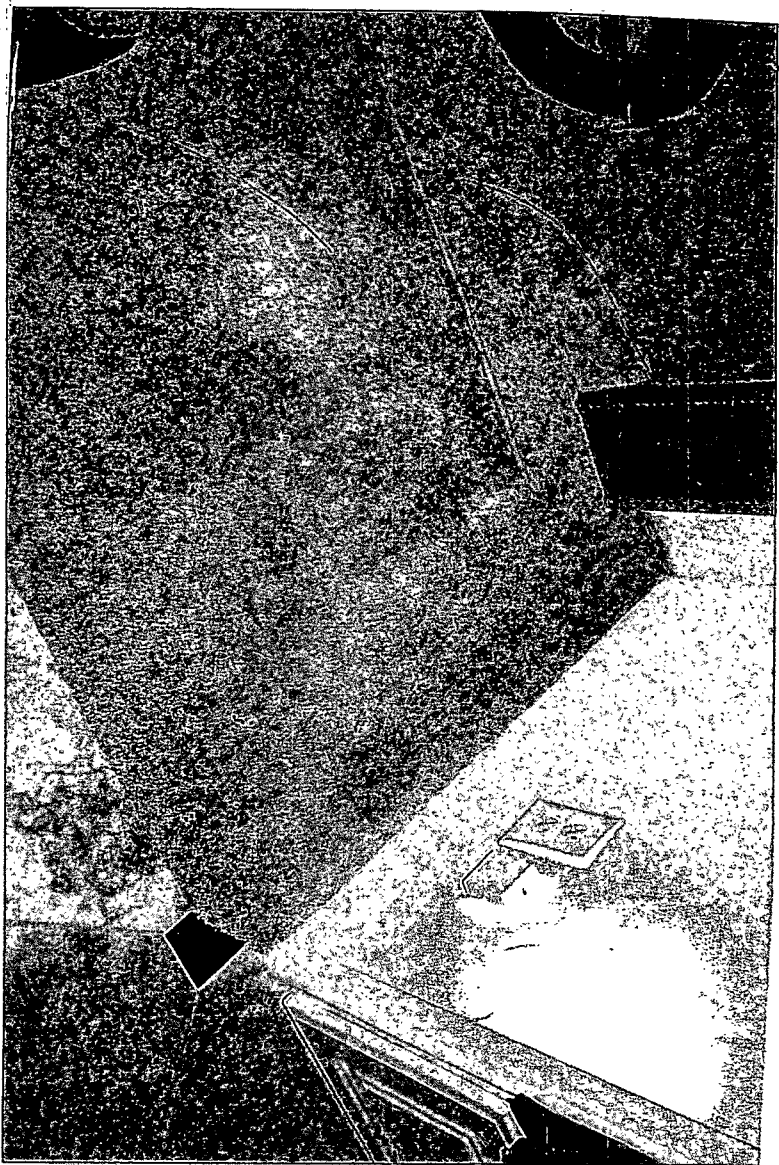
Dulf Stream would rule on it. We
requested Carpet replaced & Dresser in
bedroom removed & checked for mold
since it had leaks ~~also~~ also. Tony Joyner
from Rual N.C. ~~Bill~~ Bill Plemmors RU would
Called and said Dulf Stream declined the
replacement of Carpet or check for mold also in
back. Etc. Tony is ~~or~~ saving rotten wood
& nail for us. Tony said it was 2 different
pieces of wood & sizes. He could not swear to
it but look like floor had been replaced
or repaired before.

Full copy

Take to N.C.

11-28-08

1. Right Windshield wipers that hold washer tube in place missing.
2. Mat missing in right front lower compartment.
3. Left front compartment leaks
4. Right side compartment door leaks & bowed.
5. Check Satellite out (don't work)
6. Leaking & growing mold around Driver's side. Also leaking in door wall.
7. Leveling jacks two lights won't go out, when leveling. (Don't work right)
8. Right Fog light already tarnished water in it. (need to be fixed)
9. Rusted bolts on outside of dining Room slide. When slide it out. (Probably from leaks)
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12. Leaking around Driver's window & wall
13. Leaking when we have heavy rain slide in Bedroom by door. Rain comes in with slide in or out.
14. This carpet in Coach is ruined from leaks all through the 'Home



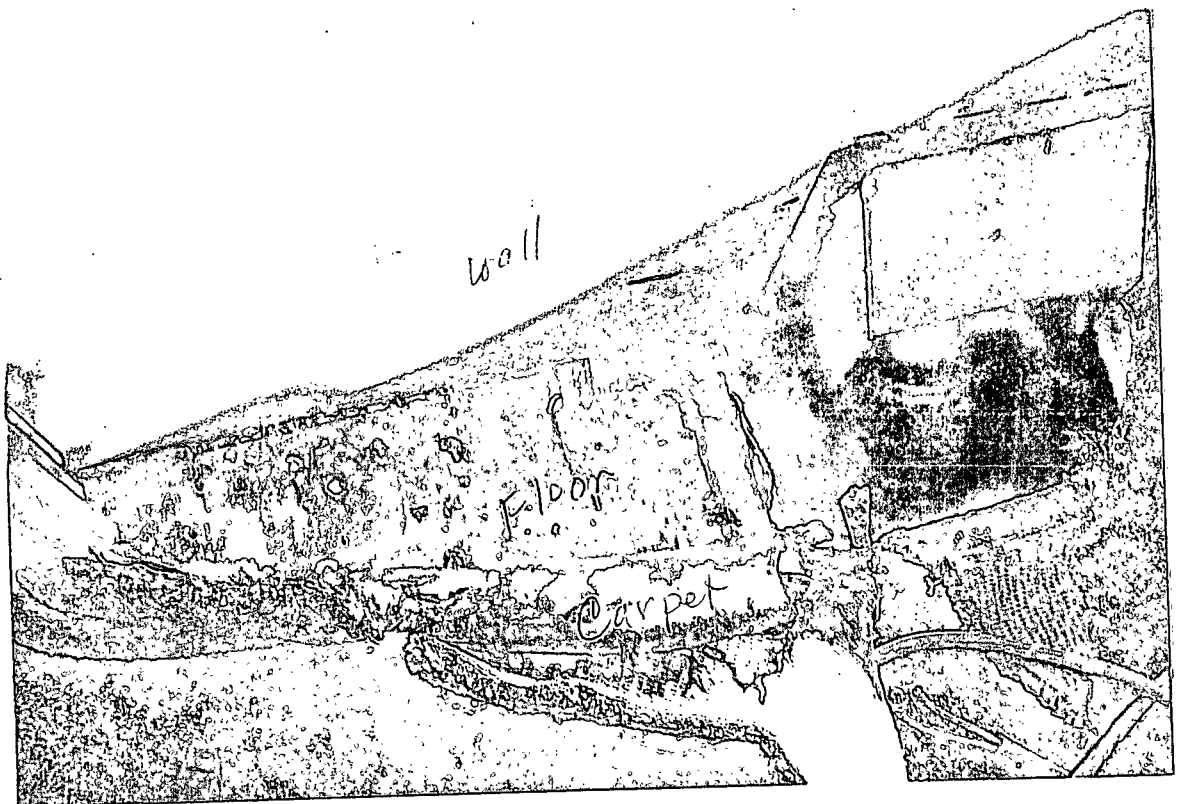
5-10-09 Mother's Day

5-10-09 Mother's Day



Mushrooms growing in
Dinning Room side

5-24-09

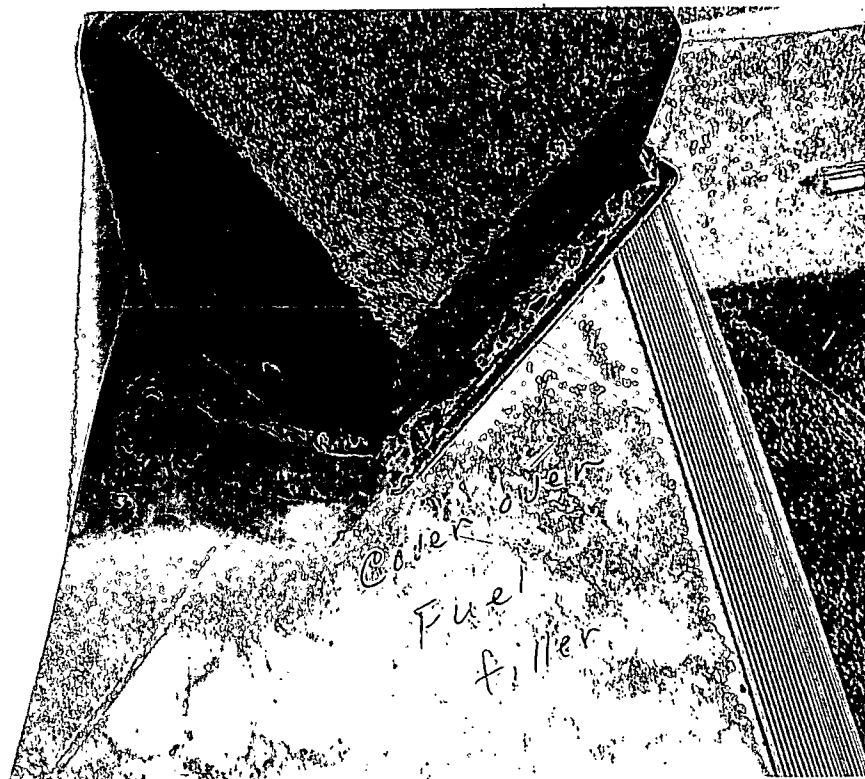


Dinning Room side

Mushrooms growing

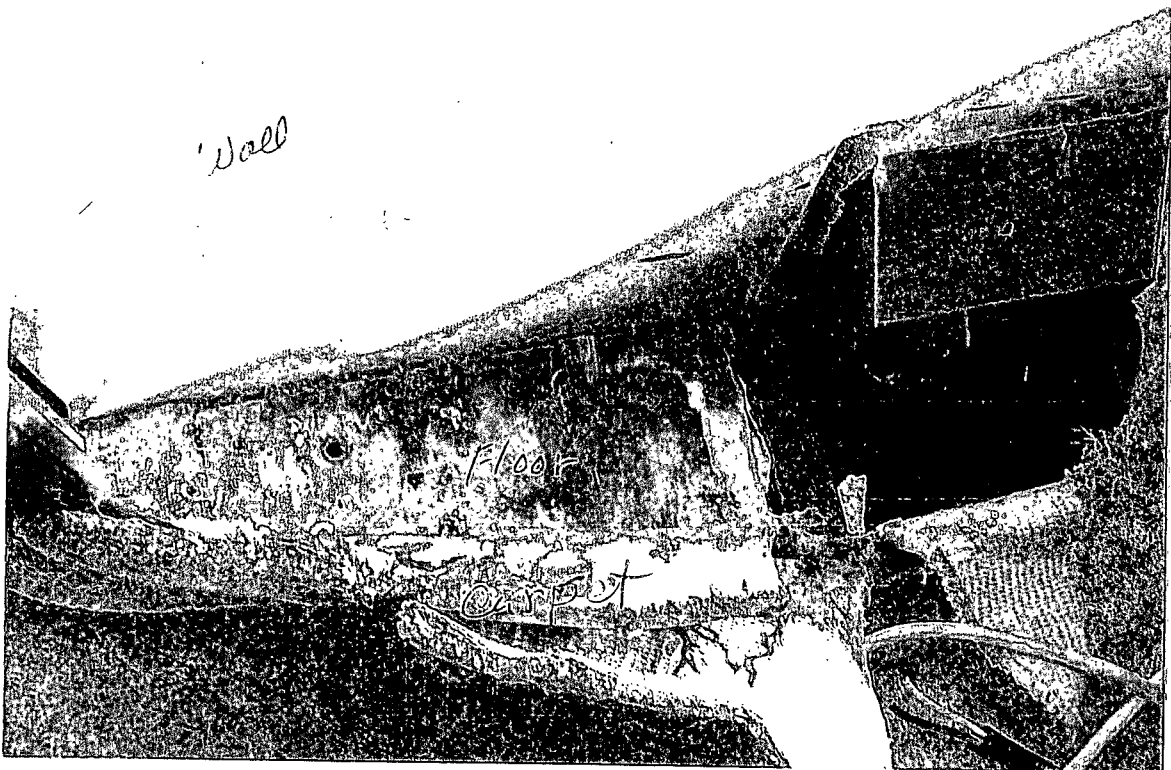
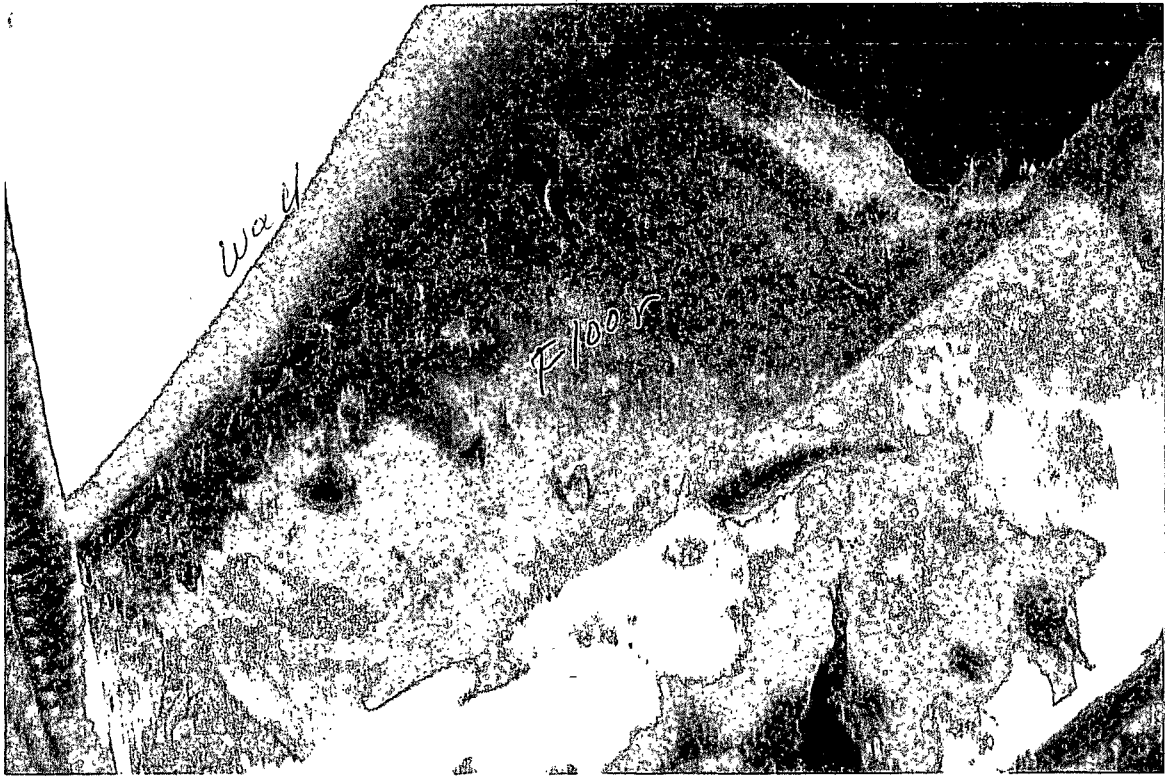
5-24-09

8-5-08



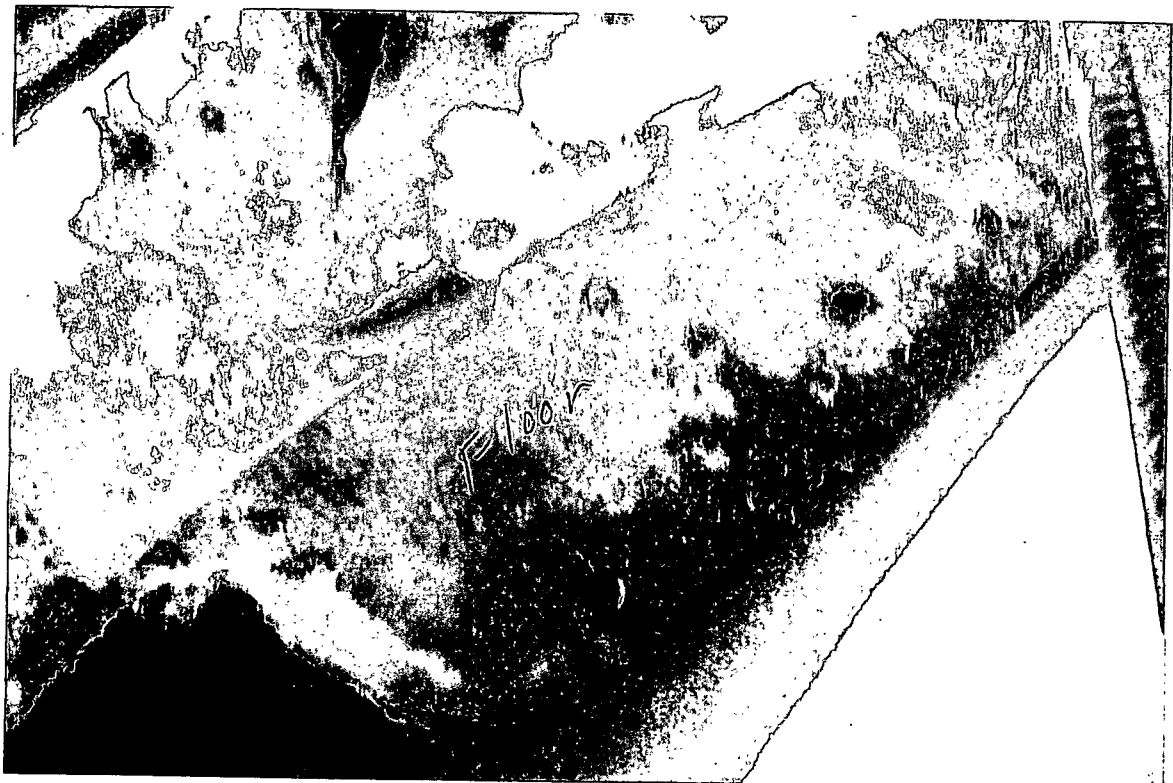
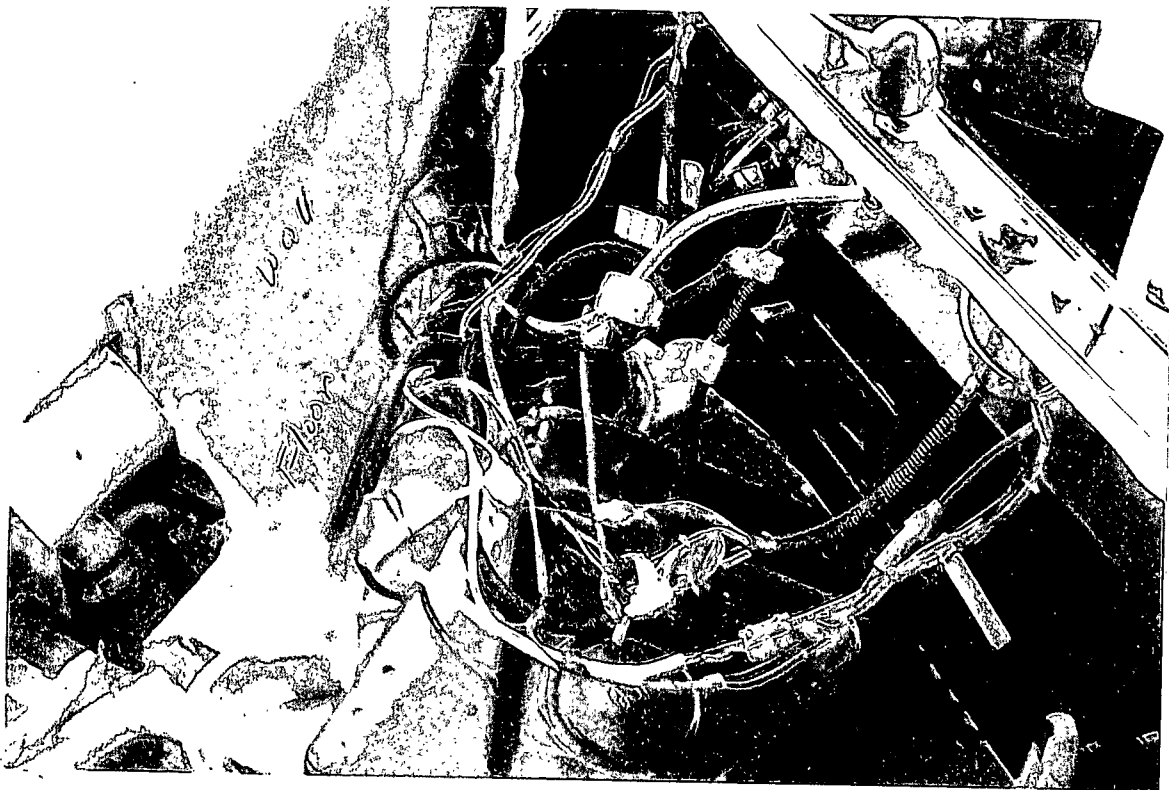
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8-5-08



8-5-08

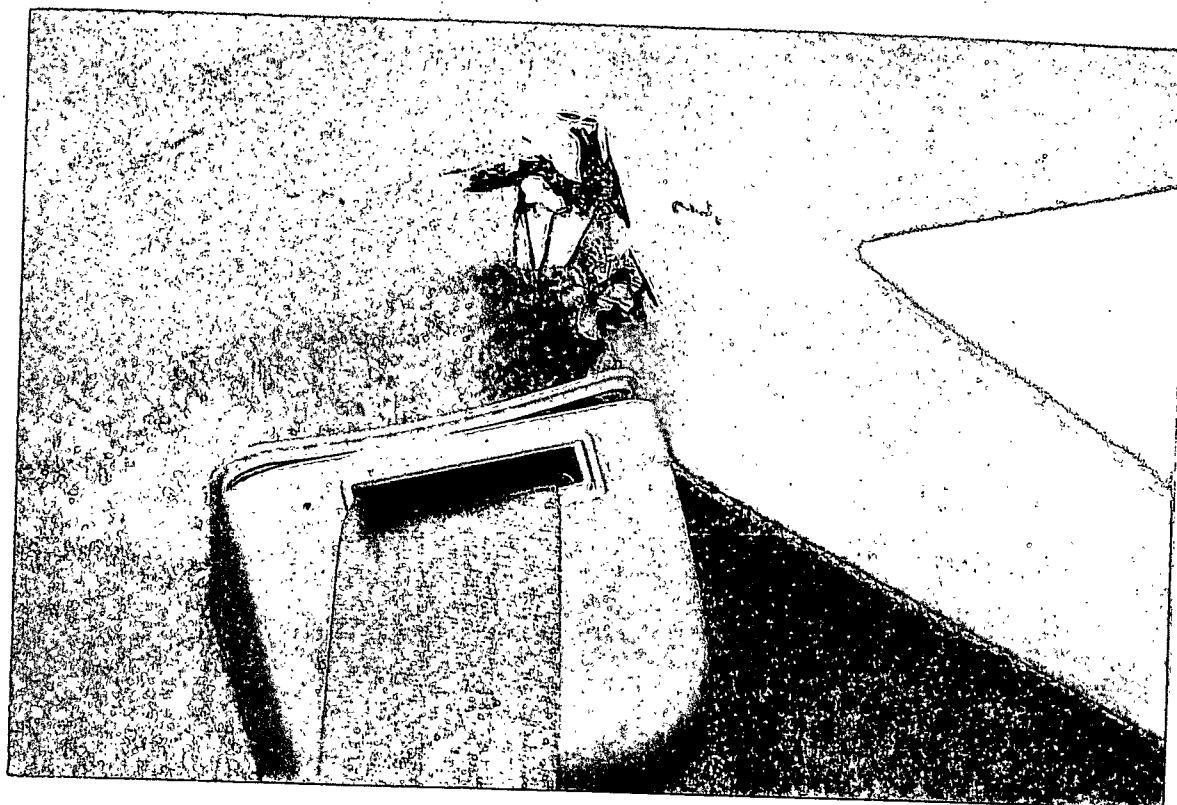
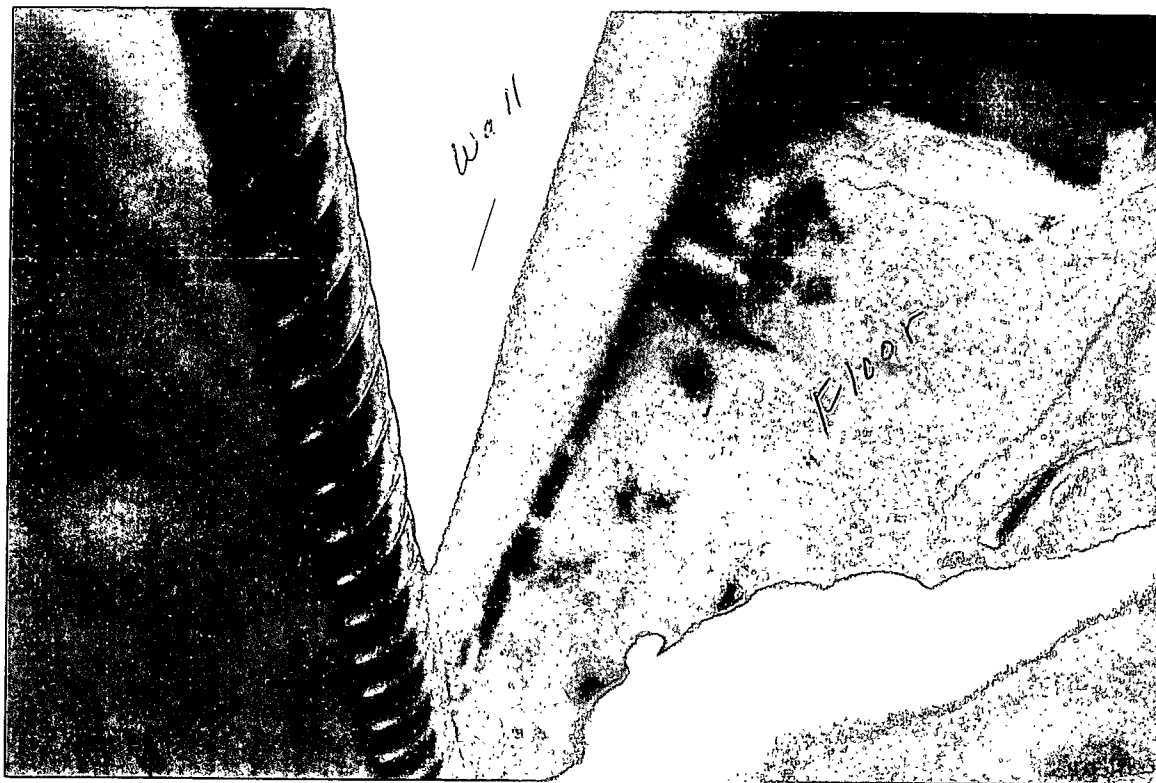
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8-5-08

8-5-08



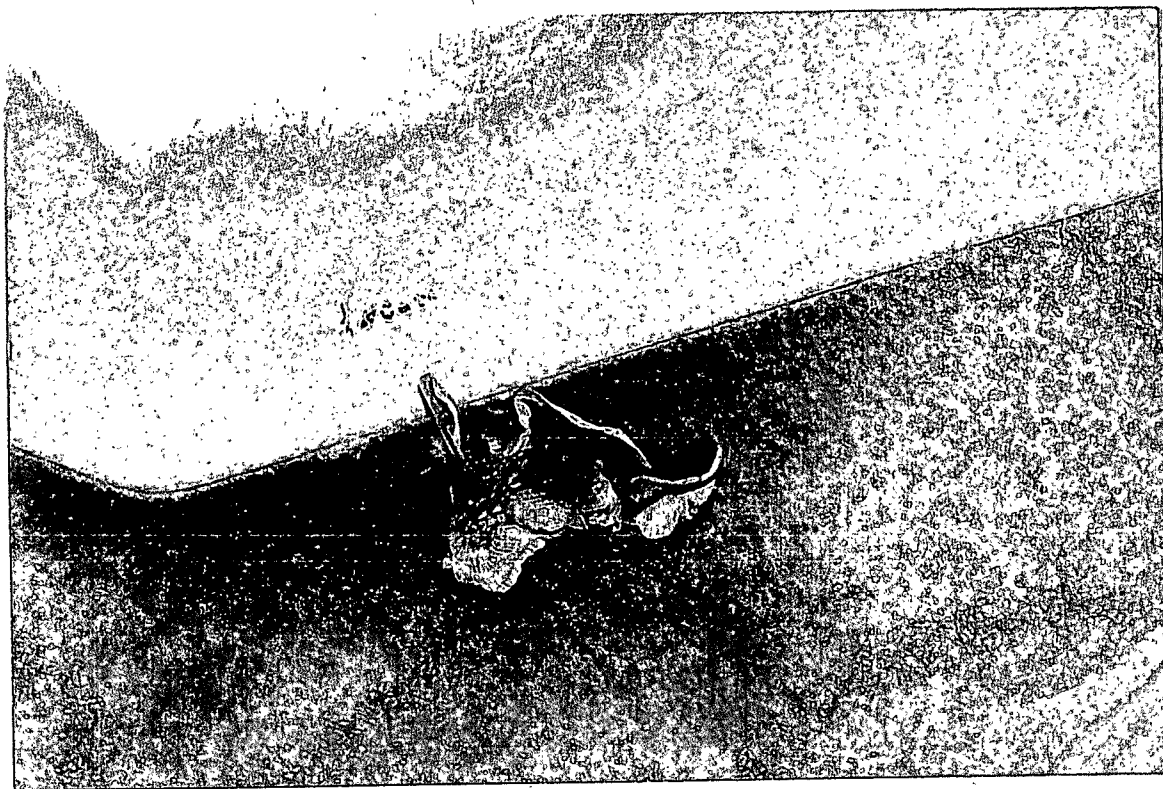
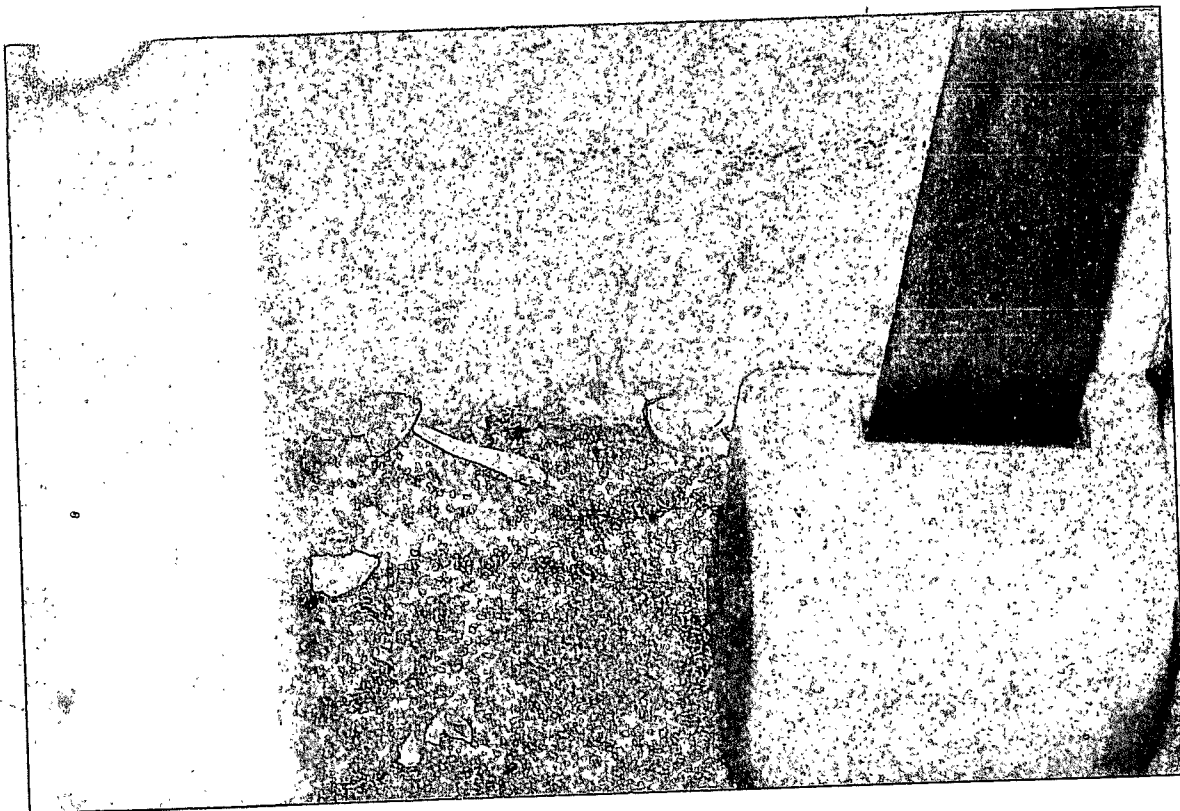


8-5-08

7-23-08

This mold is worst.

0216



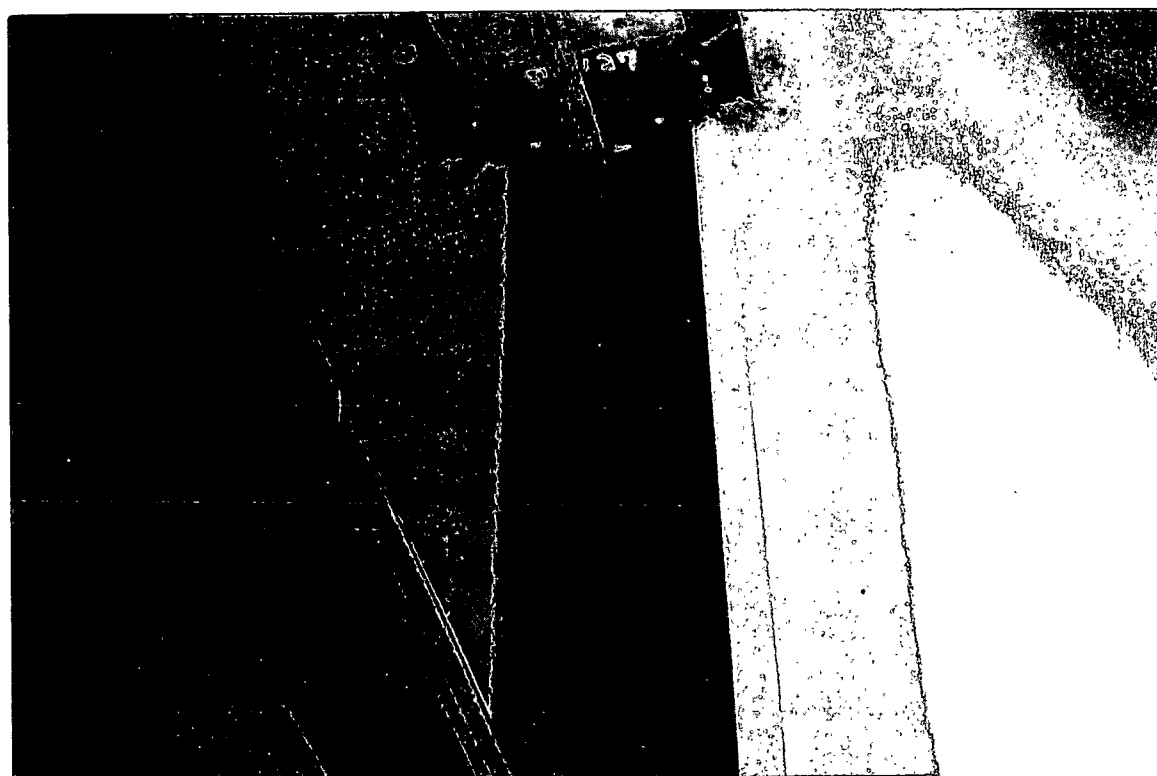
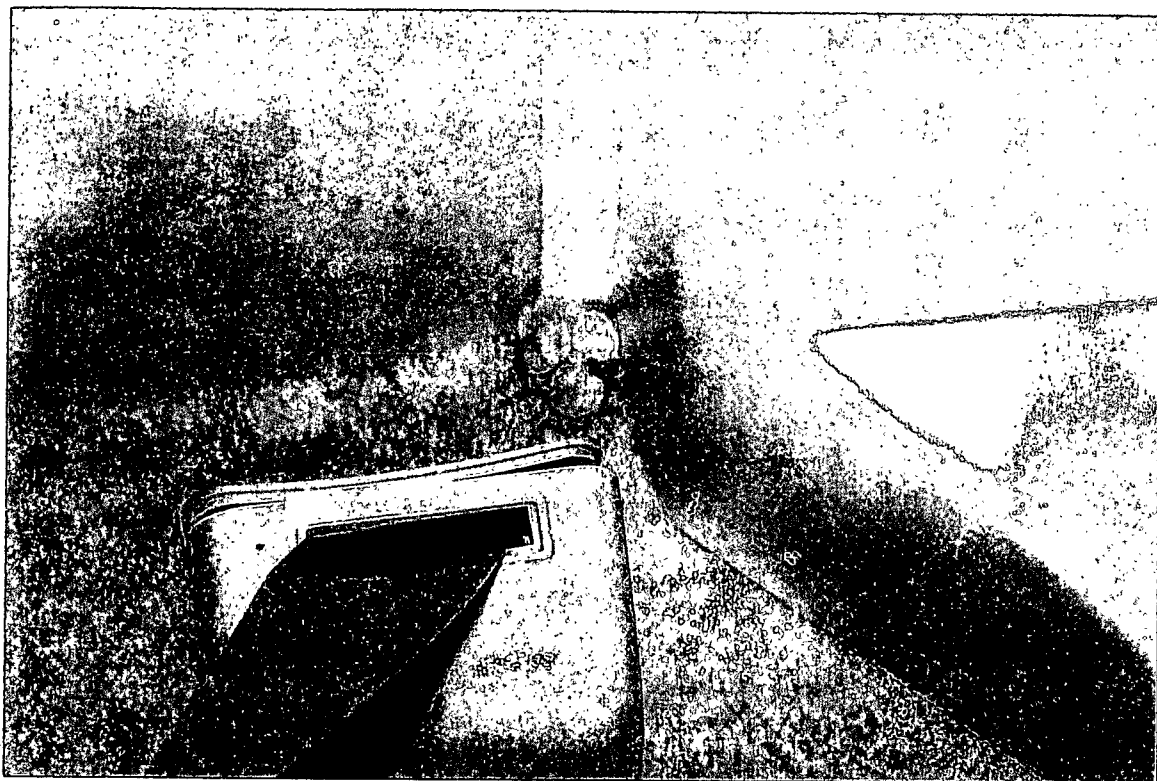
Mushrooms growing behind
drivers seat. Beside Lofa.
Hope we don't get Respiratory
Problems

30-11-5

5-29-08

18 days later we have mushrooms
again in the Motor Home.

Hope my family have no
Respiratory Problems



7-18-08

Again mushrooms in
Carpet

5-11-08

Rusted leak on side



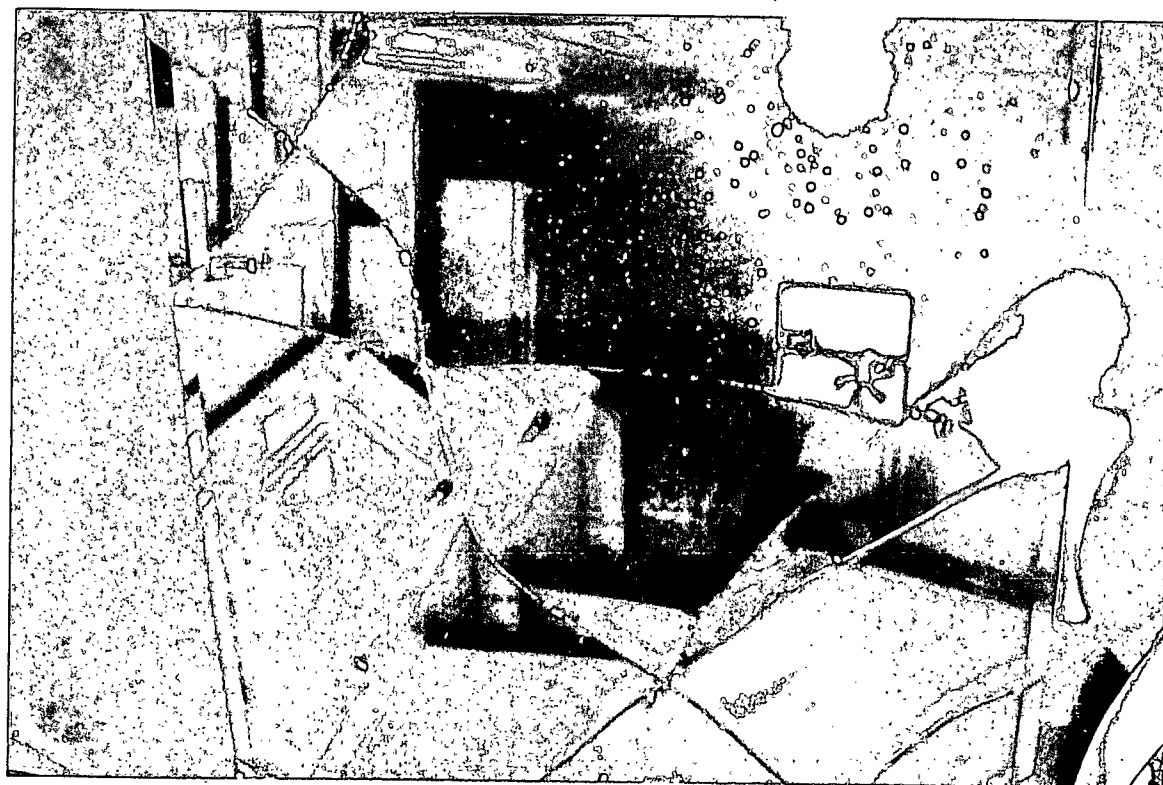
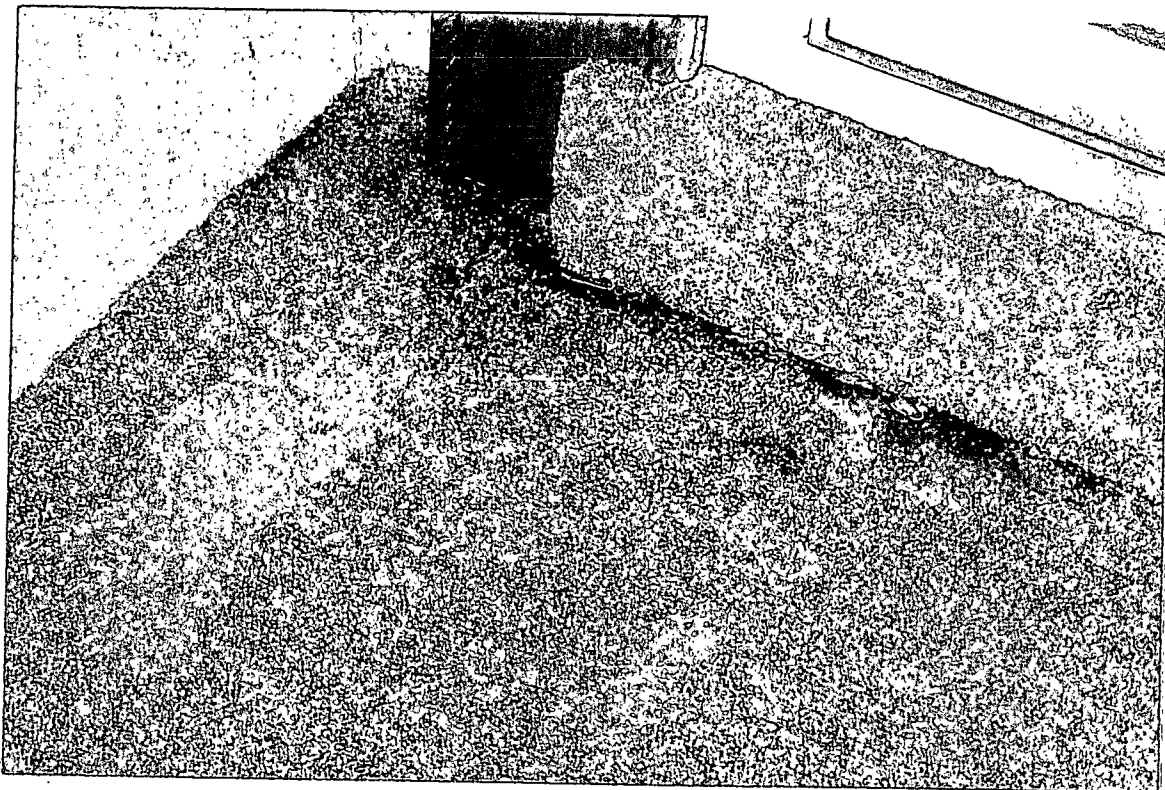
5-11-08

Carolyn Thomas Trying to remove
Water out Carpet

Hope we have no
Health problems

Leak in Bedroom from Slide

88-11-5

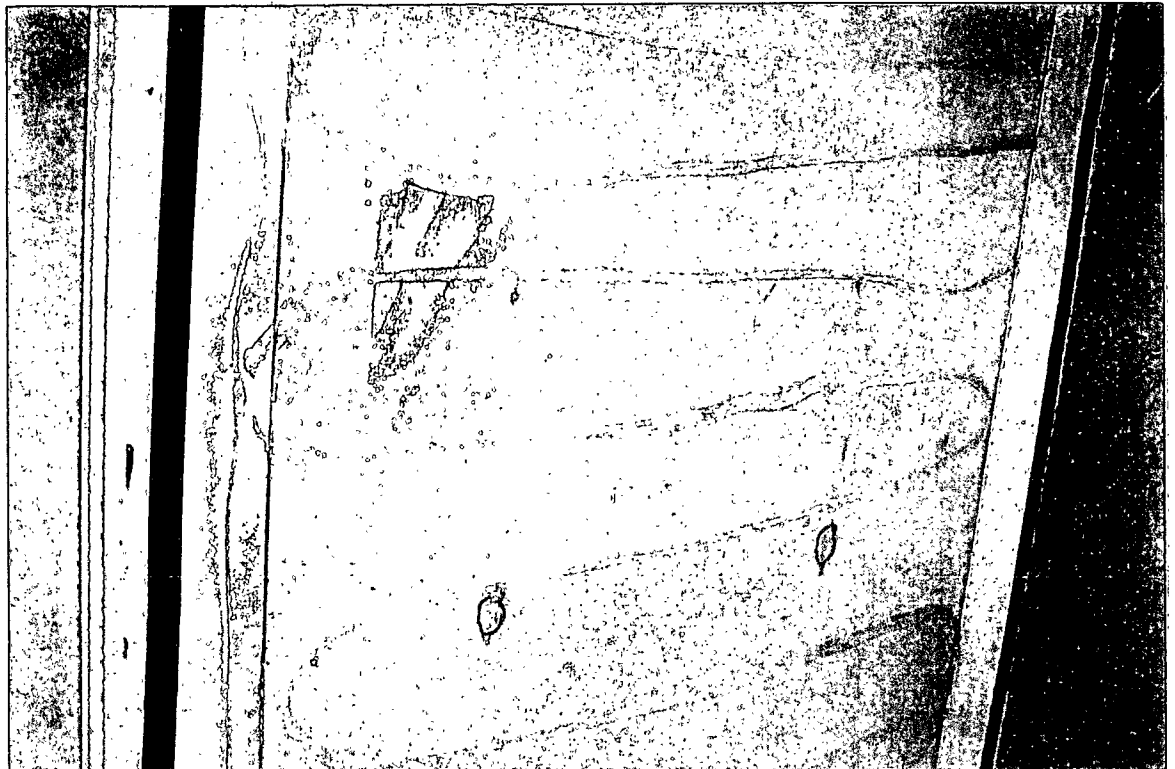
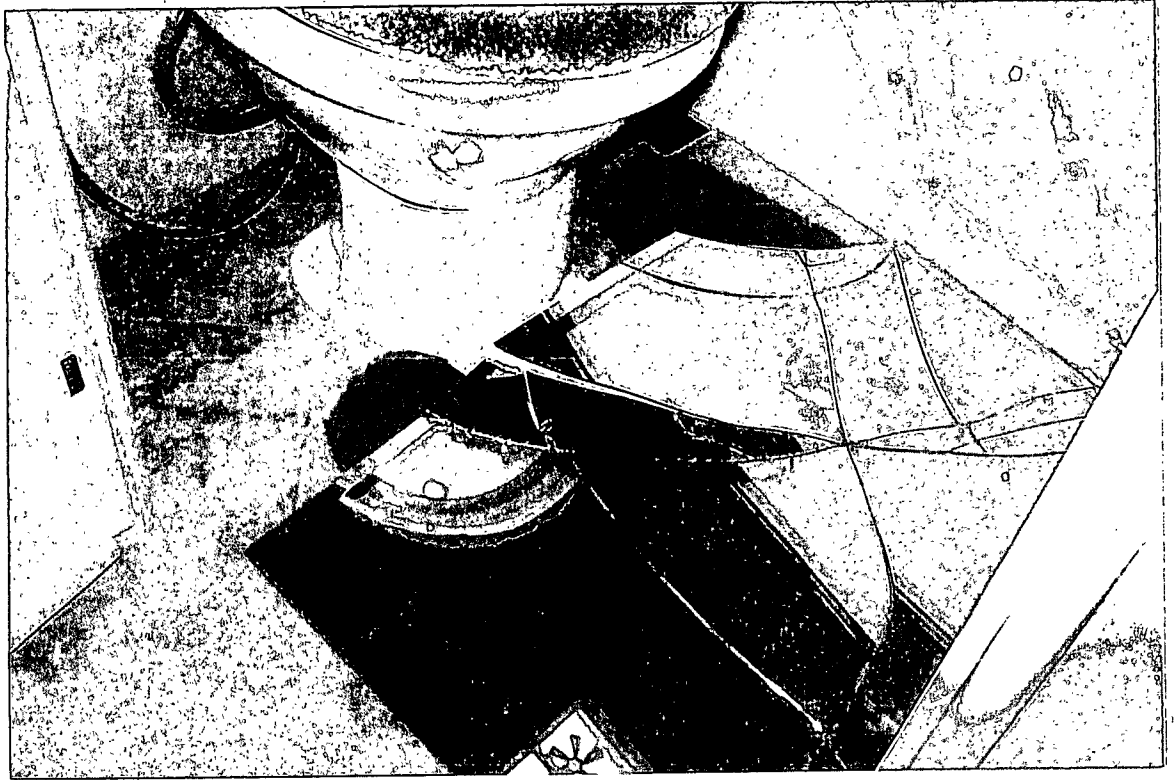


Leak in Bedroom from Slide

80-11-5

5-11-08

Pictures of the Mirror
Collapsed

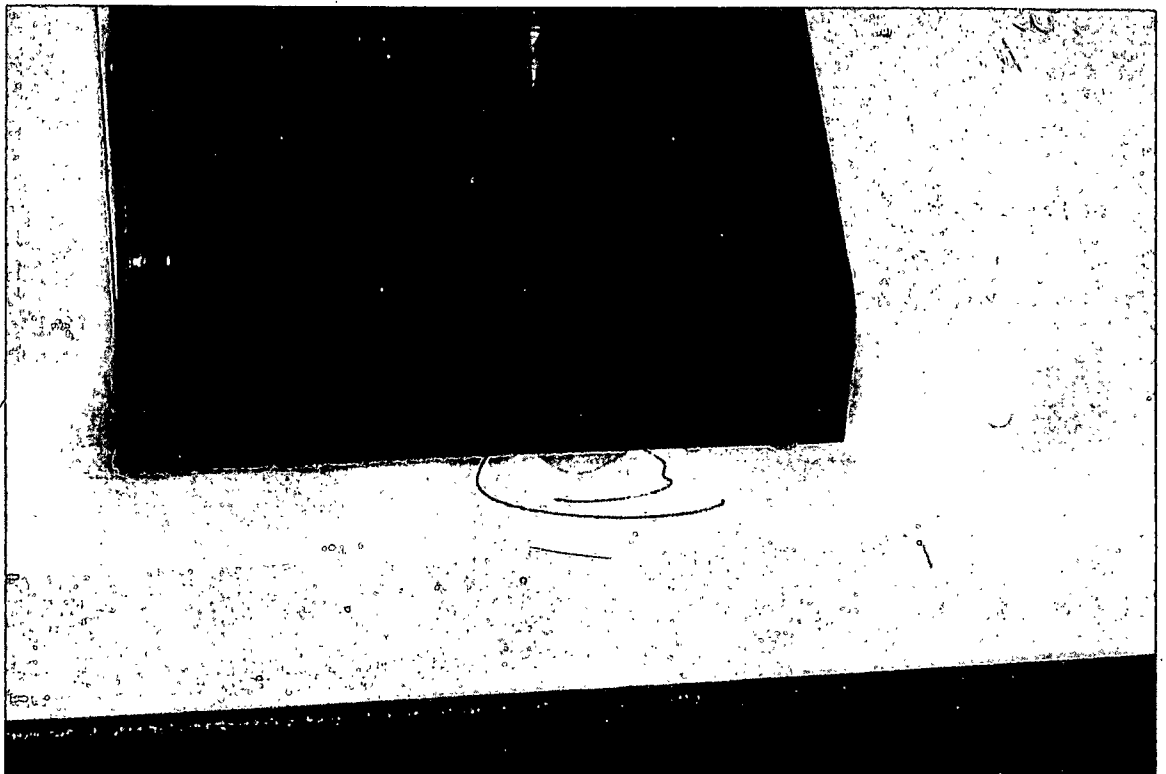
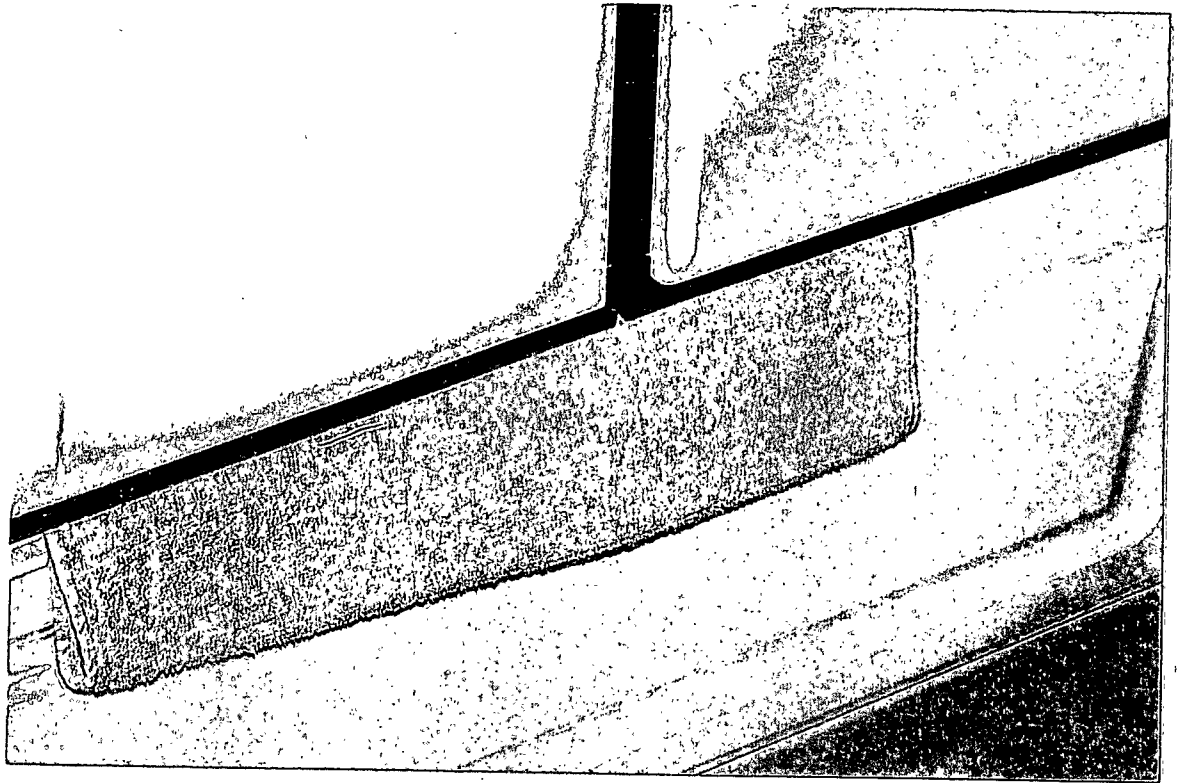


Mirror could have killed
someone falling on us or our
Grandchildren

80-11-5

5-11-08

No Mirror because
it fell off wall
and damaged the
wall.

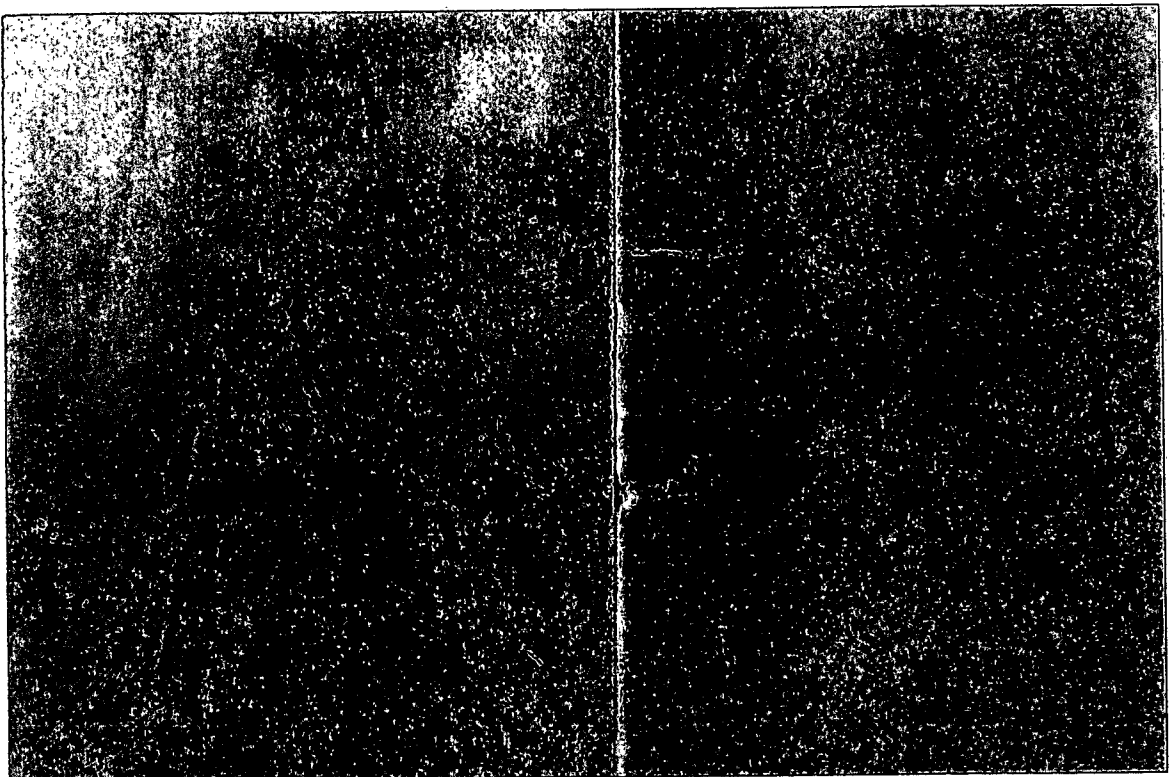


5-11-08

Keeping Dish towel where
refrigerator leaks.

You can see the drip coming from
leaking refrigerator

5-11-08

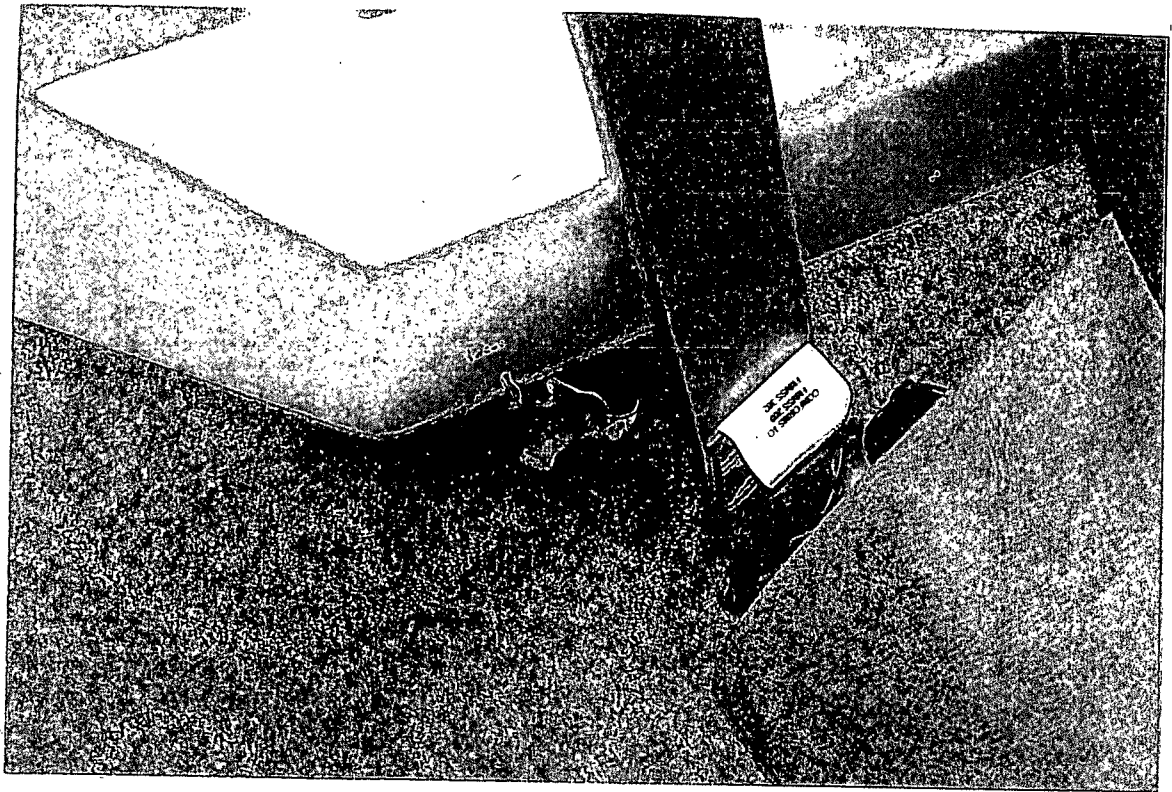


5-29-08

More mushrooms growing

5.29-08 Thursday night

This is the way the
dinning Room table
looks

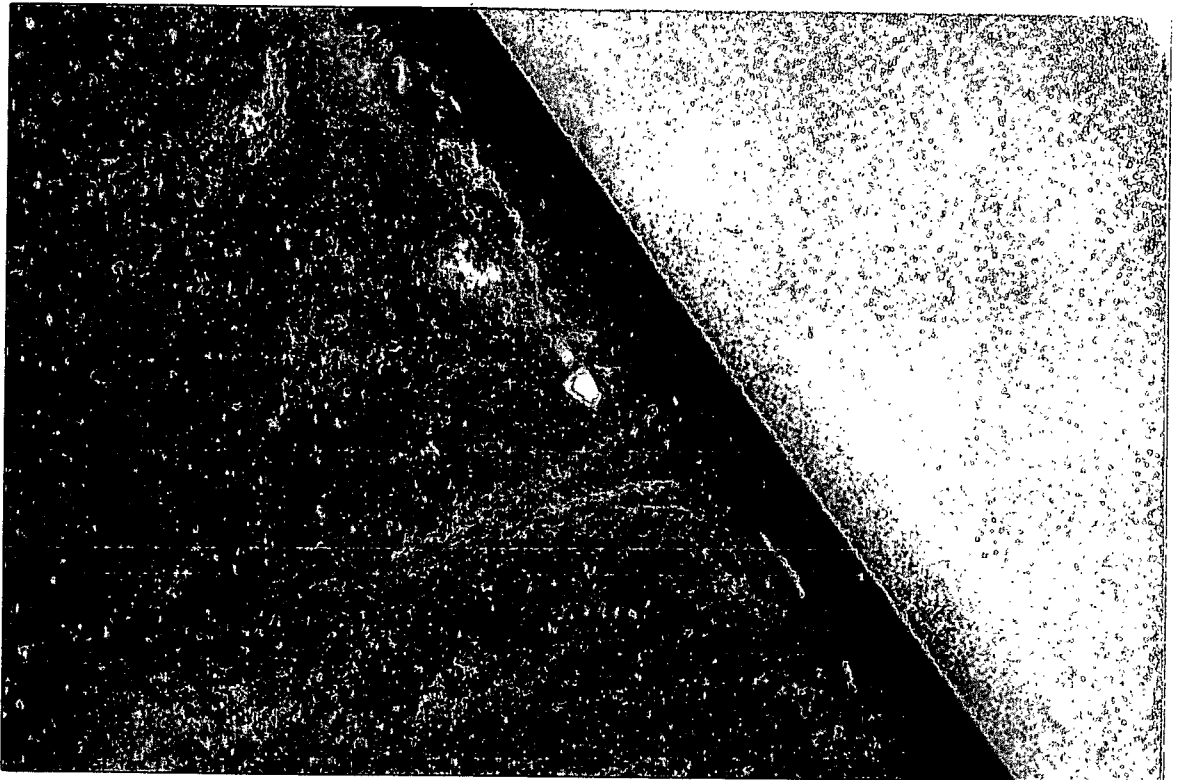


5-29-08

More mushrooms growing

5-29-08

Torn up arms of chair

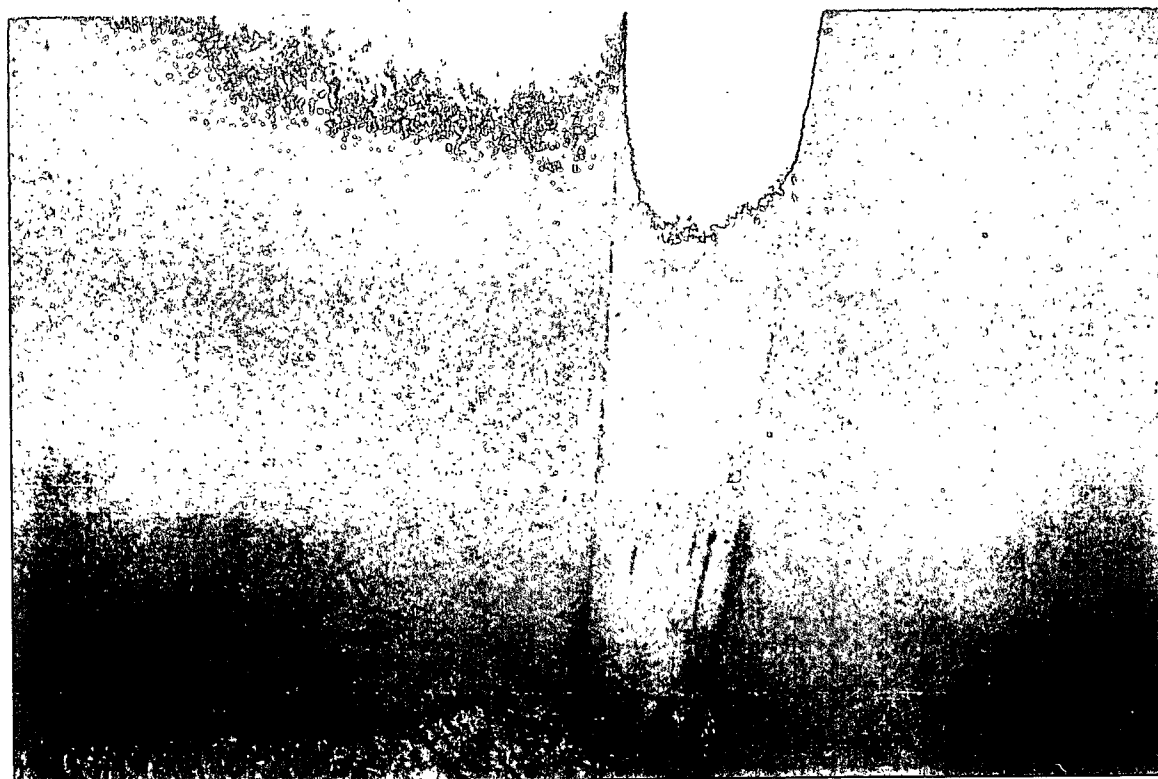
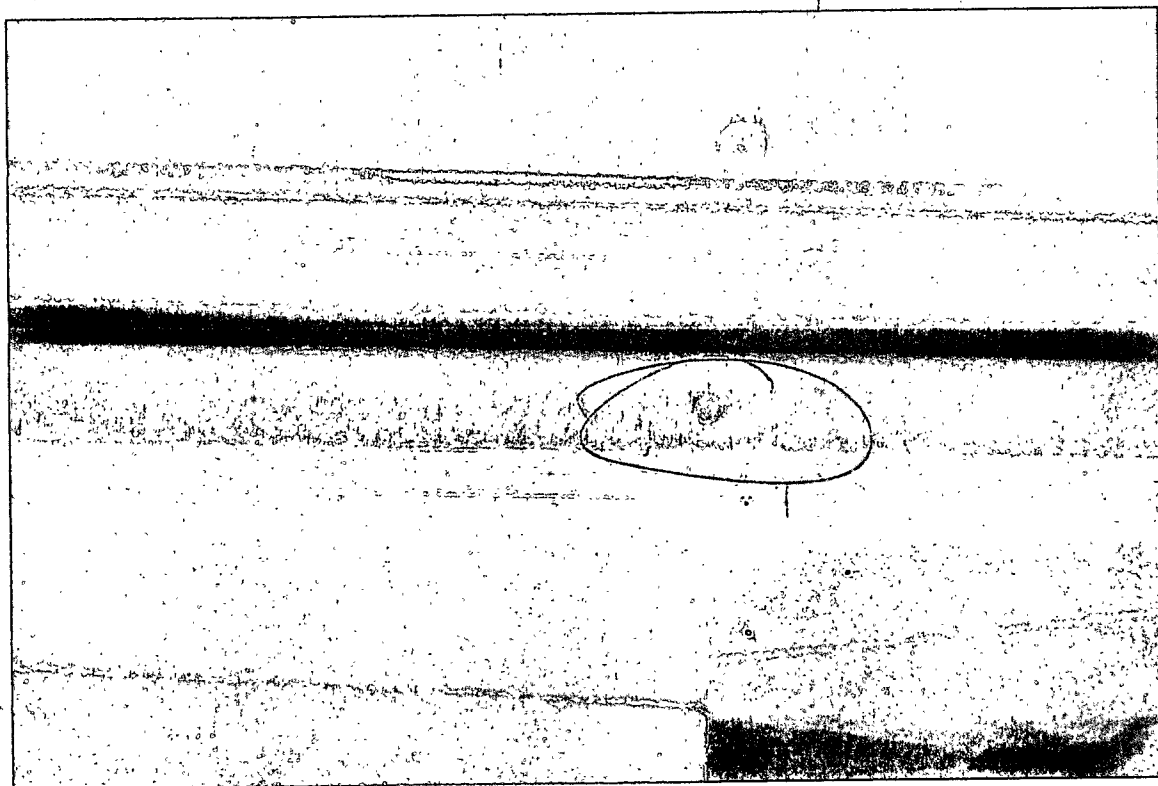


5-29-08

Dinning Room Table
all Scratched up.

Skinned up Marble from
falling mirror
Chipped
their fault

30-62-5

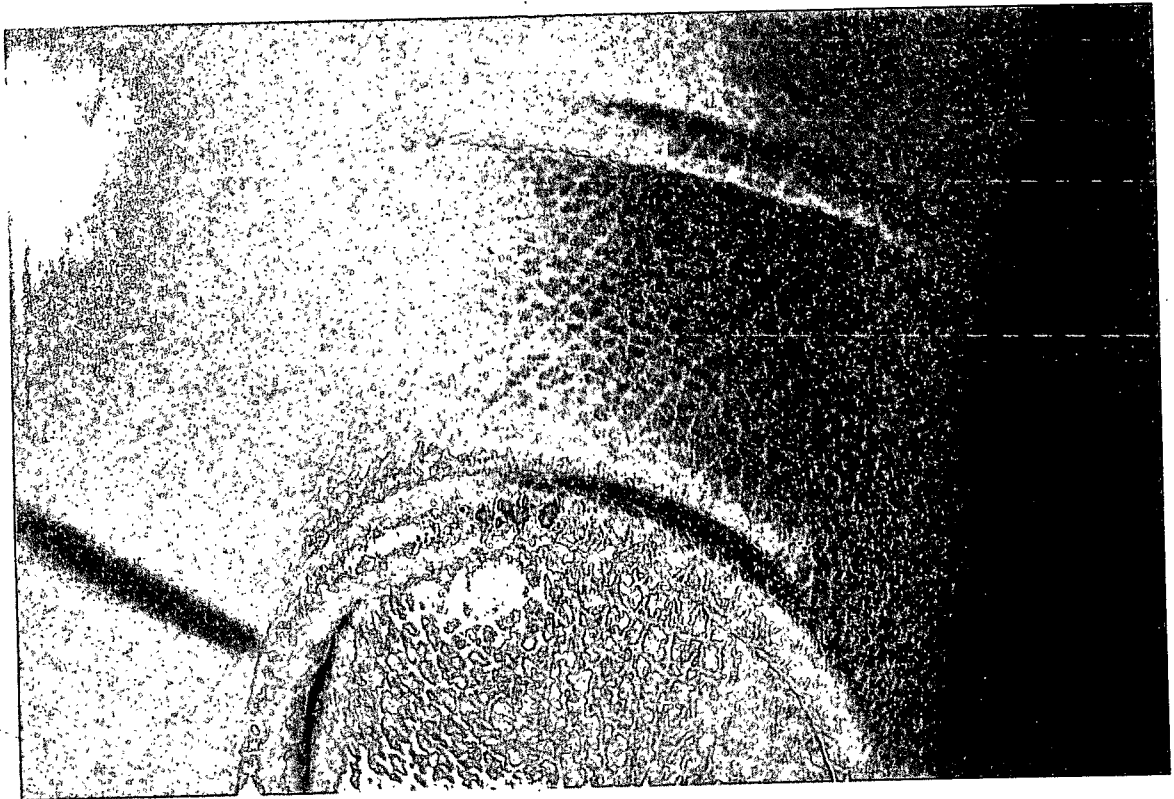


Front Door little Peg
missing

20-66-5

5-29-08

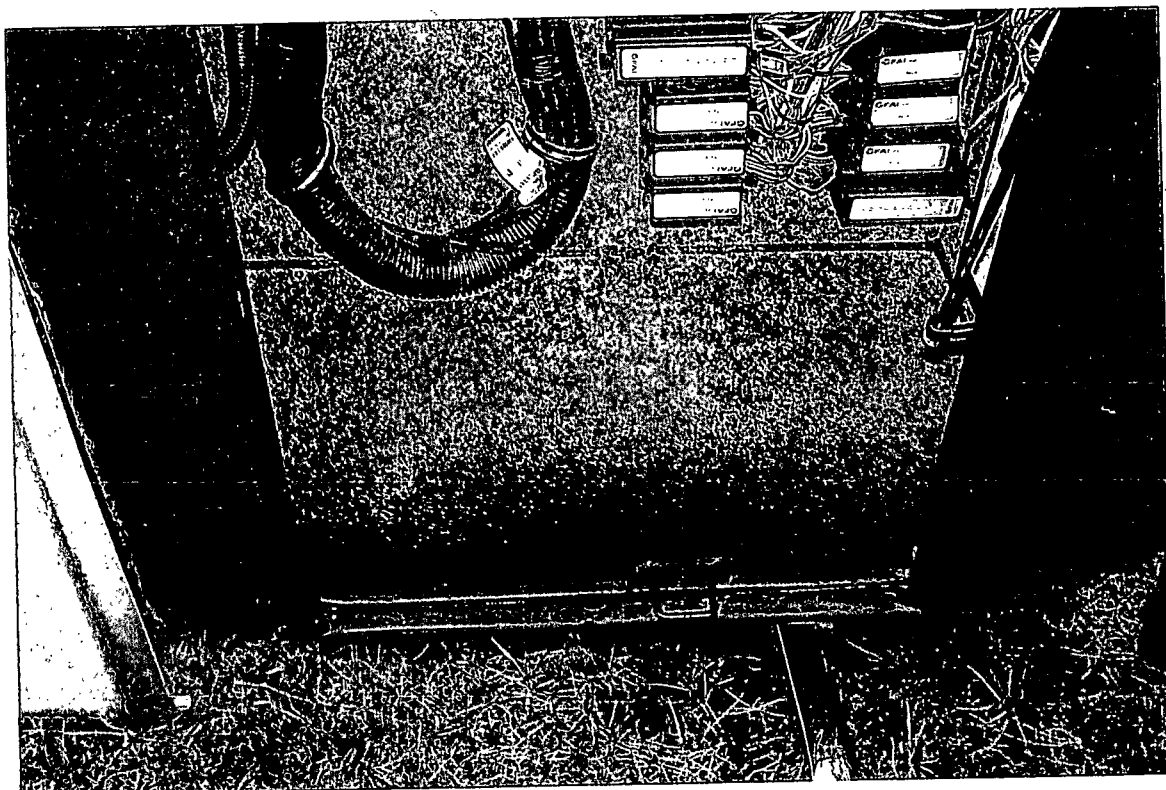
More Mushrooms growing



5-29-08

Torn up arms on Chair

Button Missing off
Bedspread. Came with
this Sash Hanging



6-23-08

Still leaking after.

2 who in shop. Picked

up on 6-20-08.

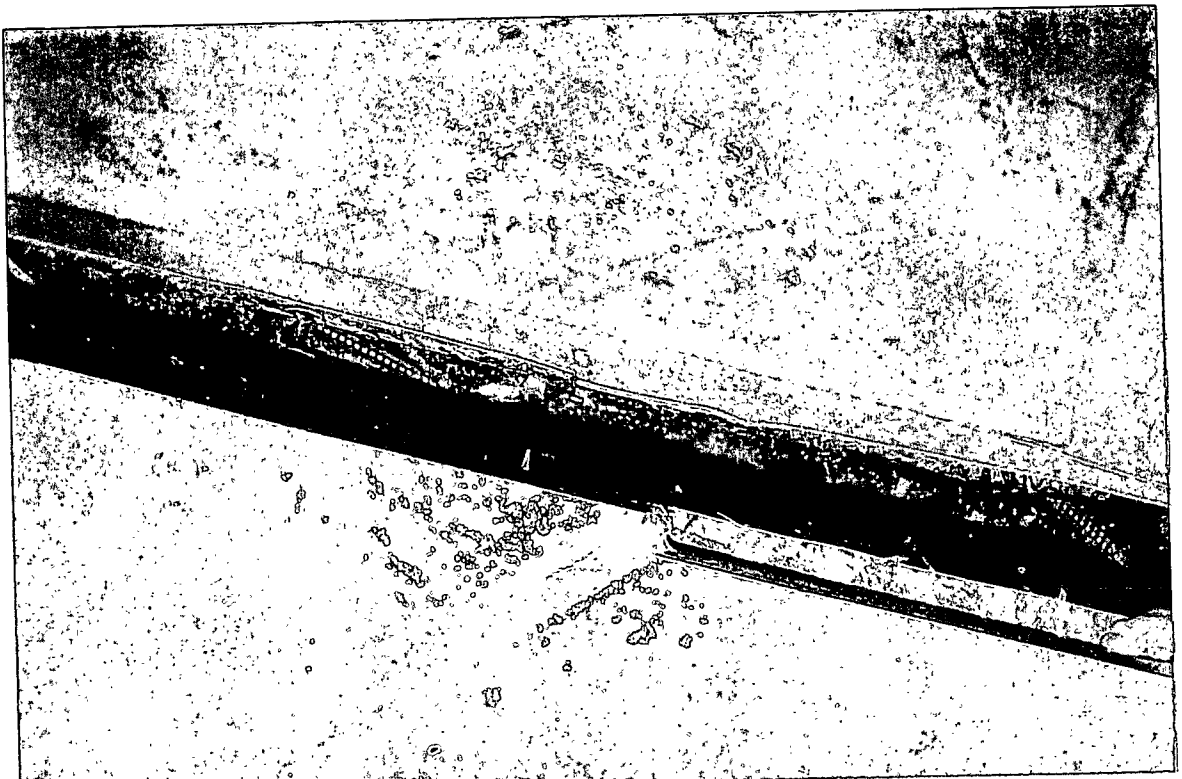
Same old things happening
again 6-19-08

6-23-08

When I got Motor Home out of Service Shop.
Was suppose to be fixed. After two weeks
in shop. Was picked up on 6-20-08.

Everything still leaking on 6-19-08.
We were told by Mr. Carter (Shop foreman)
he was 100% sure it wasn't leaking.
Wrong! Wrong!

Same old Problems
getting worse
We are Disappointed & Very upset

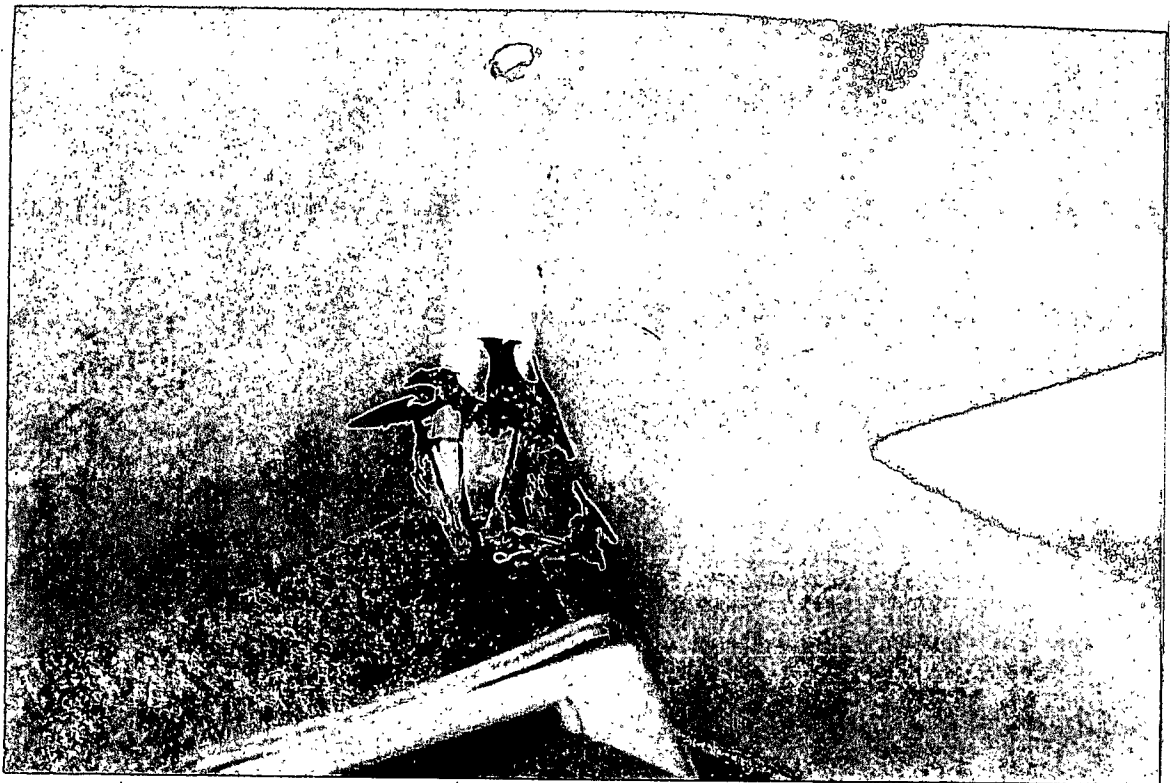


7-19-08

Another Picture of the mold
growing

7-19-08

Under mat in Master Bath room
did not clean. When I lifted
rug by motor in Bathroom floor
This is what we have been
Walking on



7-19-08

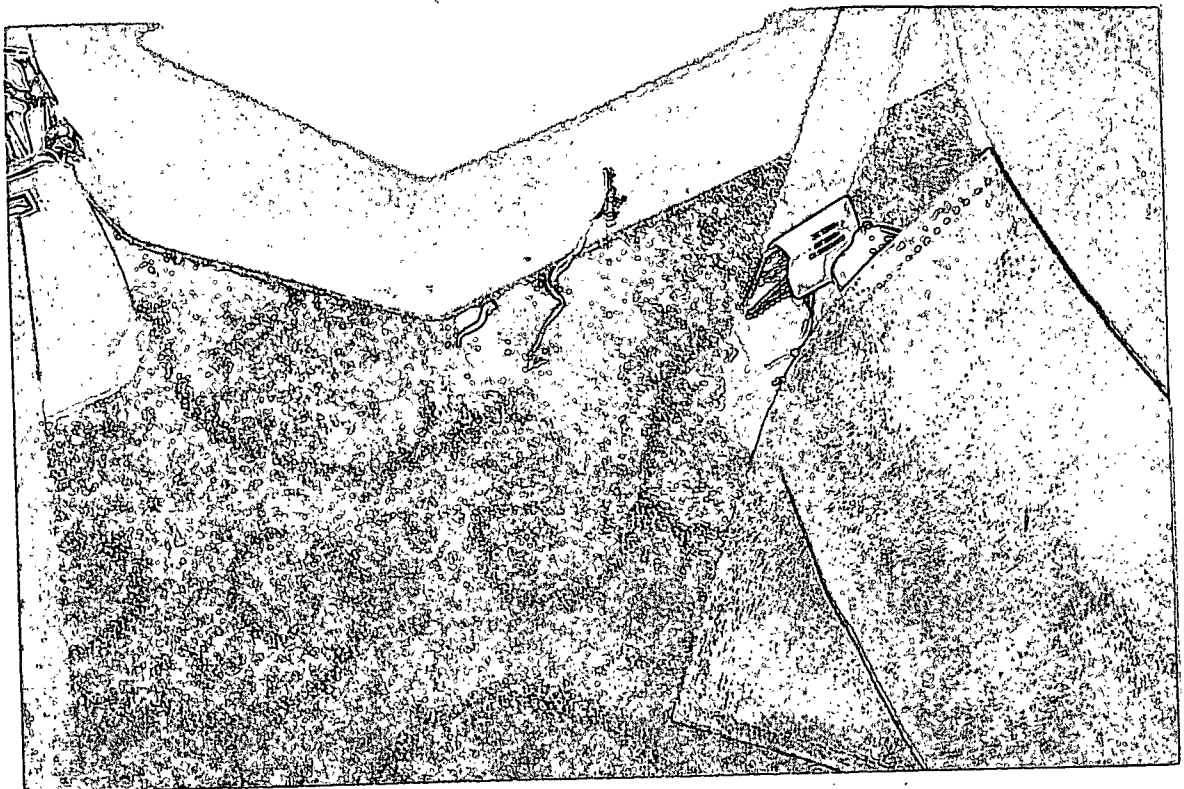
another picture of

Screws & trash left
for us in Master
Bedroom to walk on

7-19-08

7-19-08

Mushrooms turned into
flowered Mold growing up wall
in Coach



7-23-08

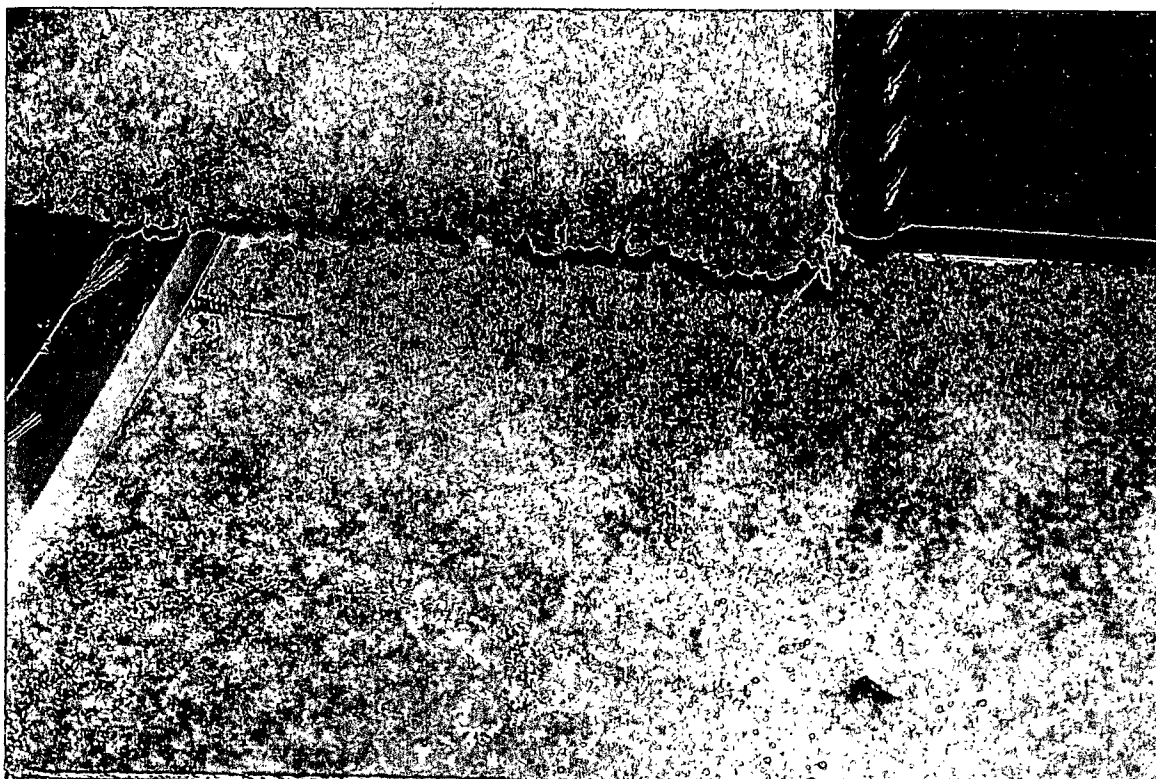
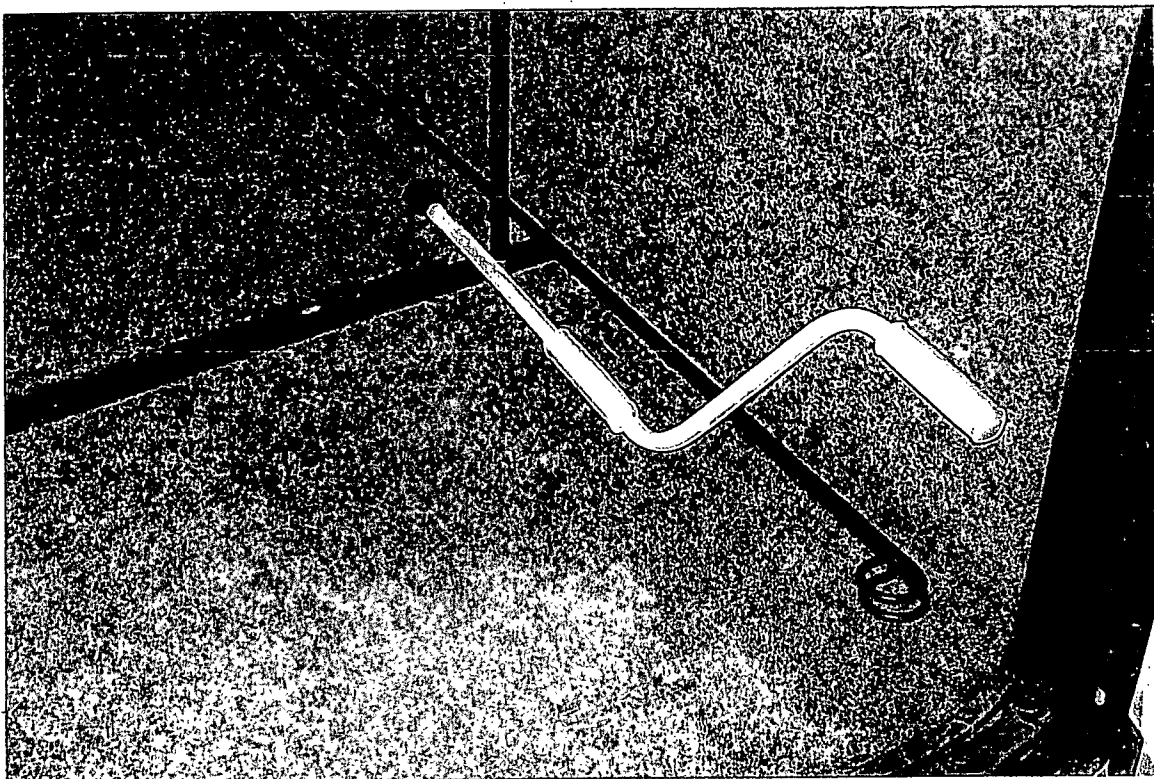
DR16

This is terrible

my my

7-23-08

DR16



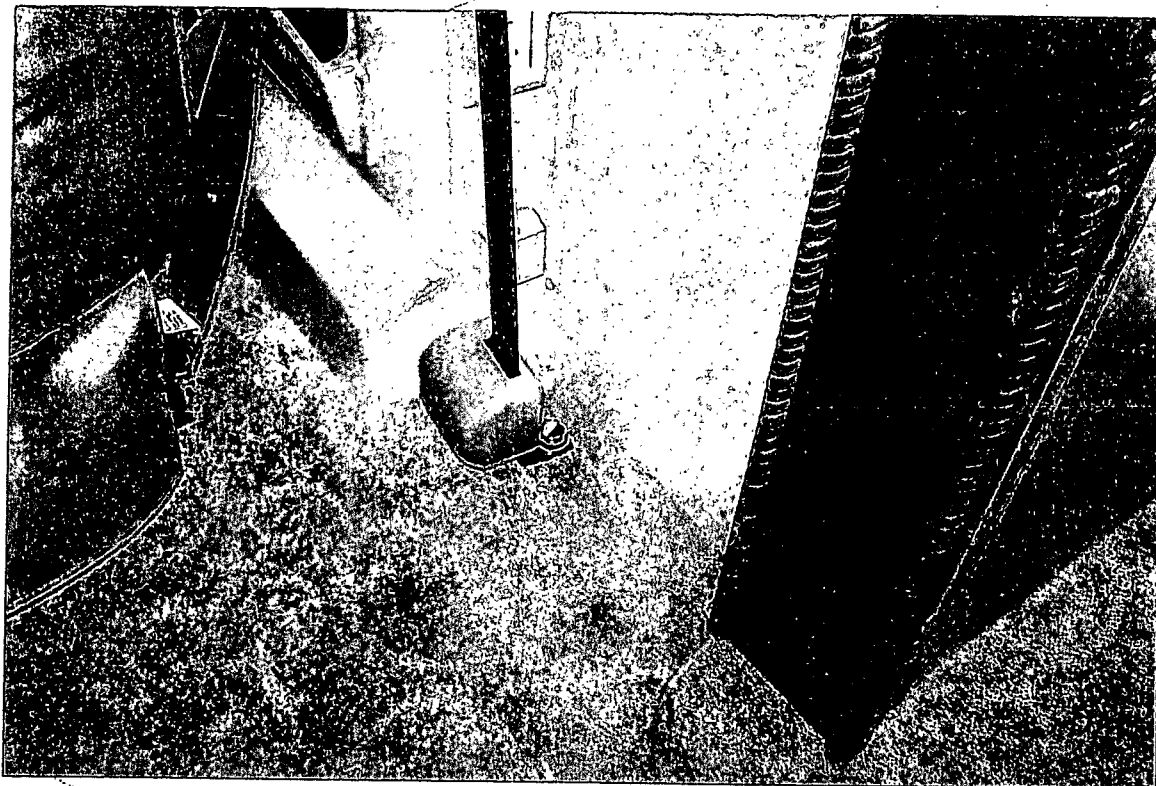
Looking in Storage bin again

10-24-08 after in Real
N.C.

Brought Home 10-23-08

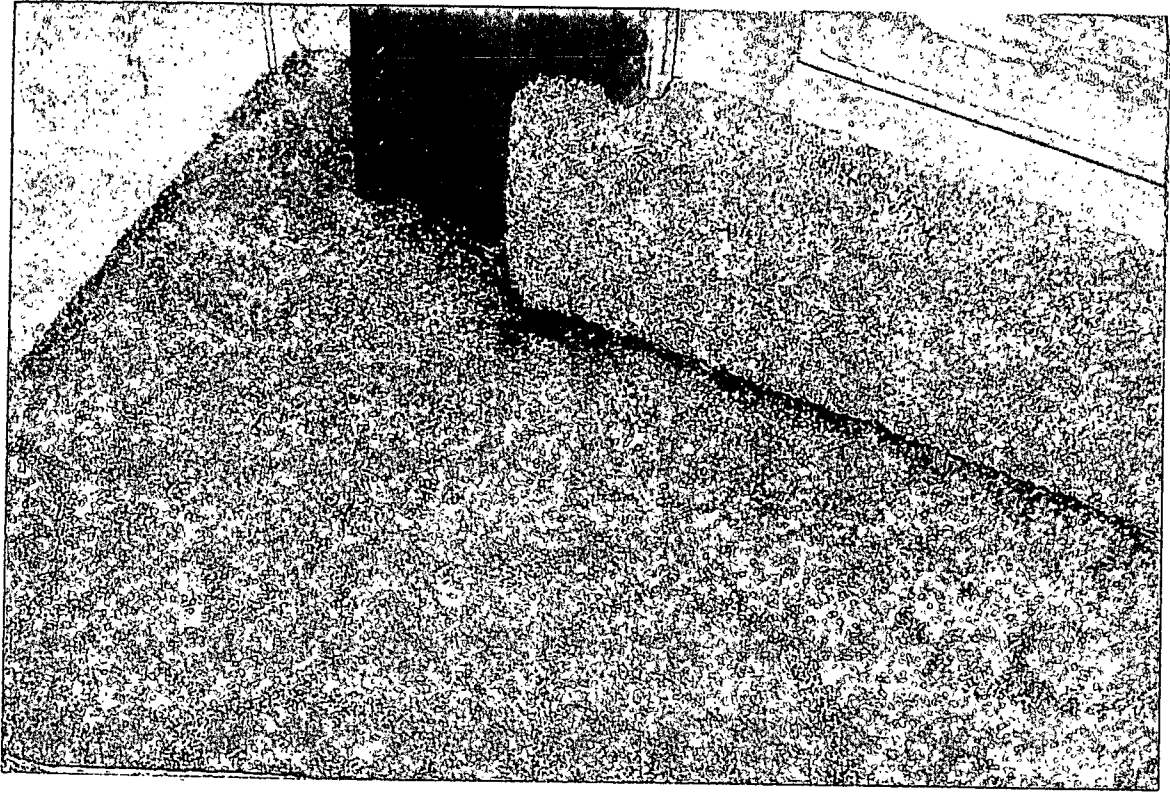
Taken Friday night at
9:05 P.M.

Leak is Layer on Carpet
10-24-08



Leak behind
Passenger Seat
10-24-08

Leak on Saturday Morning
10-25-08 had advanced down
halfway the floor on side of
bed with water.



10-24-08

Leaking in Bedroom
Still

Sat Morning

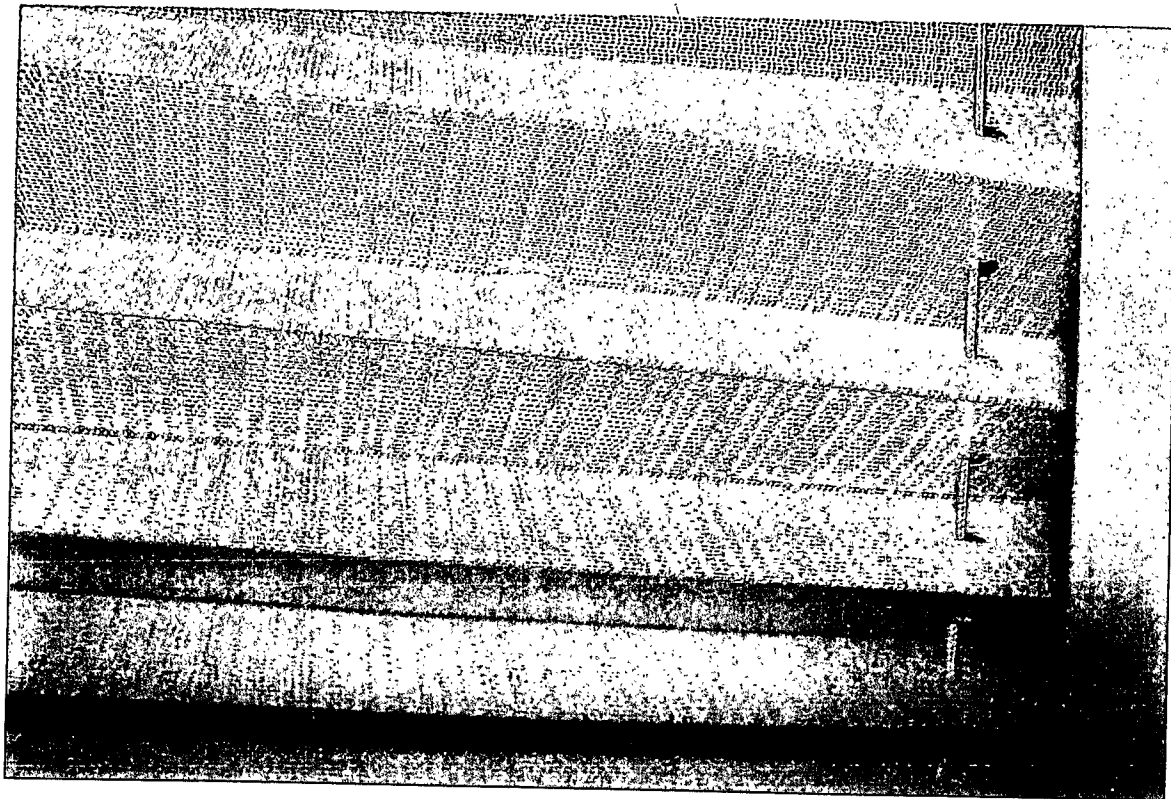
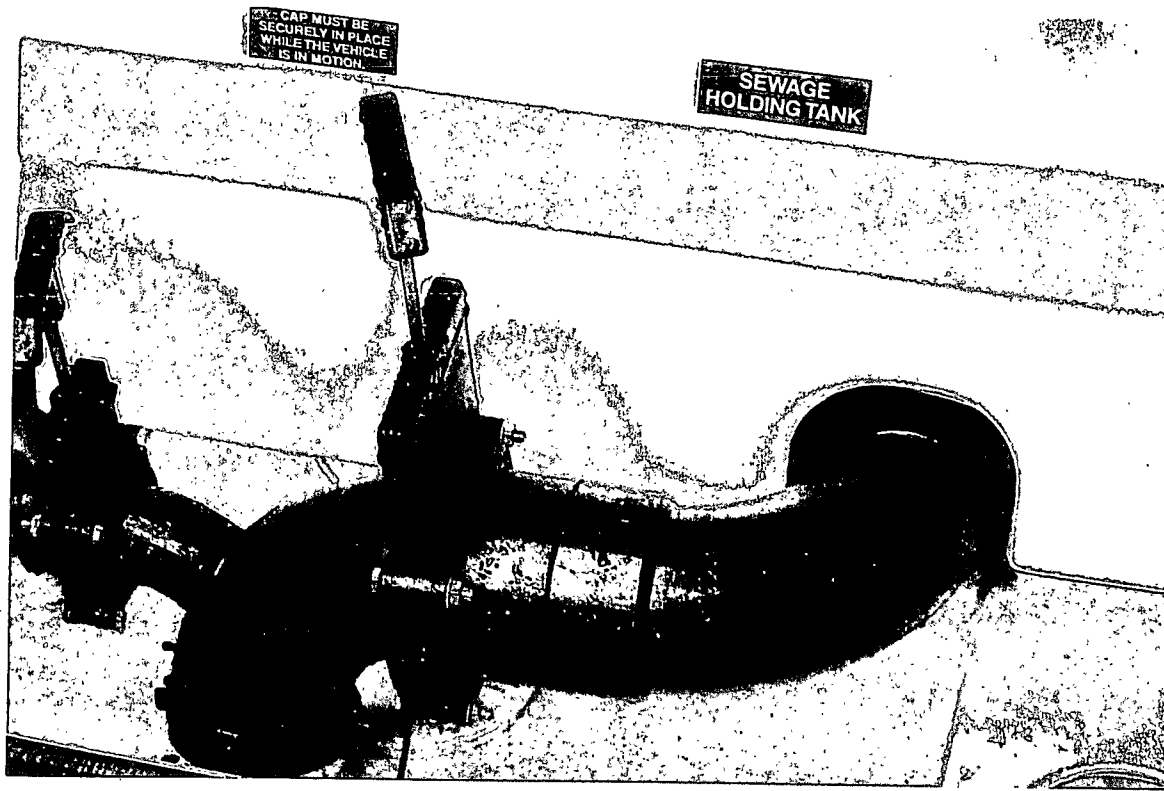
Large area Sacked
in bedroom

10-25-08



Still leaking where I wanted
Dresser Pulled for mold from other
leak. Duff Stream said no
10-24-08

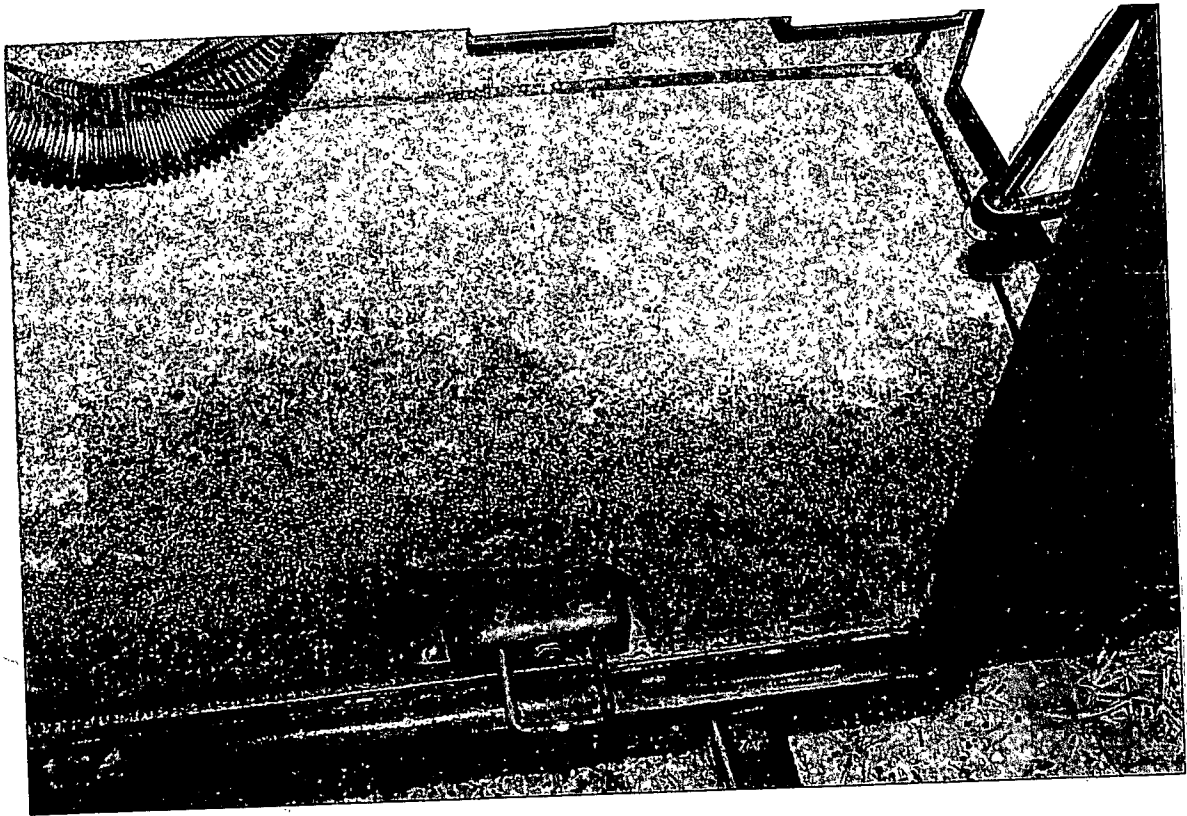
Leaking in Window in dining
Room
10-24-08



Bin Leaking water when it
rains

10-24-08

Leaking around Window
Dinning Room Blind
10-24-08



Same old thing

Leaks

10-24-08

Came home from Shop in Real
N.C.

10-23-08

Still leaking

10-24-08

out of Shop Real N.C.

10-23-08



Bin still leaking after being in
Rural N.C. for repairs

10-24-08

Came Home from Rural N.C.

10-23-08

BILL FLEMMONS, INC
6725 UNIVERSITY PKWY
RURAL HALL NC
US
27045-9618
336-377-2213

CUSTOMER WORK ORDER # 62600

Completed: 02 OCT 08	Customer: 59373 - THOMAS, RALPH
Invoice #:	Address: 4139 PRITCHARD GREEN RD
Author: TJ	AWENDOW SC
Stock No:	29429
Year/Make: 2007 GULFSTREAM FRIEND	Home Phone: 843-708-8039
Model: G8	Work Phone: 843-884-1644
Serial No: 58-7-A-8414FS8-9487	Purchase Date:
Chassis No: 4UZABDJ17CX98638	Date In: 28 JUL 08
Mileage: 3124	Promise Date:
Key No: 3137	Schedule Date:
Location: IN HOUSE	License No:
Reqn No:	Trim:
Warr. Date: 09 APR 08	Promise Time:

Job #	Description	JOB INFORMATION
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- 1 C/S RIGHT SIDE WINDSHIELD WASHER TUBE
WILL NOT STAY IN PLACE
INSPECTED, FOUND WIPER ARM COVER
BROKEN ALLOWING WASHER TUBE TO COME
LOOSE, PART ORDERED
- 2 C/S MAT IS MISSING IN RIGHT FRONT
STORAGE COMPARTMENT
INSPECTED, FOUND THAT THIS COMPARTMENT
IS A WET BAY, IT DOES NOT GET A MAT
INSIDE ON FLOOR OR WALLS
- 3 C/S LEFT FRONT STORAGE COMPARTMENT
LEAKS WATER
INSPECTED, SPRAYED WATER ON COMPARTMENT
DOOR, FOUND WATER LEAKING IN ON BOTTOM
LEFT CORNER, SEALED AROUND OUTSIDE
EDGES OF COMPARTMENT DOOR WITH URETHANE
AND SILICONE, WATER TESTED OK
- 4 C/S NEXT TO FRONT COMPARTMENT DOOR
LEAKS WATER AND IS BOWED OUT
INSPECTED, FOUND REMOVED HINGE AND
BRACKET ON DOOR, REPOSITIONED AS
NEEDED, TESTED OK
- 5 C/S DRIVERS SIDE WINDOW LEAKS WATER AND
HAS MOLD AND MUSHROOMS GROWING OUT OF
CARPET

INSPECTED, PERFORM WATER TEST, FOUND
WATER COMING IN AROUND FUEL FILLER
HOUSING, CLEANED OLD SILICONE OFF,
RESEALED AROUND FILLER NECK AND ALSO
RESEALED AROUND INSIDE OF FILLER NECK
HOUSING, REMOVED DRIVERS SEAT AND TRIM

Continued on page 2

Work Order : 62600

- PANEL AROUND SIDE WINDOW, PULLED
CARPET, FOUND ROTTED WOOD BEHIND
DRIVERS SEAT, REPLACED SECTION OF
ROTTED FLOORING, REINSTALLED TESTED OK
6 C/S WHEN UNIT IS LEVELED, TWO LIGHTS
WILL NOT GO OUT ON CONTROL PANEL
INSPECTED, FOUND SYSTEM IS OUT OF
CALIBRATION, RECALIBRATED, TESTED OK
7 C/S SATELITE WILL NOT WORK PROPERLY
INSPECTED, HOOKED UP TEST RECIEVER,
FOUND WIRES HOOKED UP BACKWARDS, MOVED
WIRES AROUND, TESTED SIGNAL, OK
8 C/S RIGHT SIDE FOG LIGHT FILLS WITH
WATER
FOUND FOG LIGHT FILLED WITH WATER,
ORDERED PART
9 C/S UNIT HAS RUSTED BOLTS ON OUTSIDE OF
DINNING ROOM SLIDE, POSSIBLY FROM LEAKS
INSPECTED, FOUND BOLTS TO HAVE SLIGHT
RUST, FOUND IT TO BE WORKING AS DESIGNED
10 C/S WATER LEAKS FROM REFRIG WHEN IN USE
INSPECTED, CK'D DRAIN PAN HOSE FOR
BEING STOPPED UP, RAN WATER IN CATCH PAN
OF REFRIG, FOUND DRAIN HOSE STOPPED UP,
CLEANED OUT, FOUND SMALL WHITE
PARTICLES INSIDE TUBE, REINSTALLED,
TESTED OK

Part No	Job#	Description	PARTS	Qty	Price	Total
BPP-50	4	RIVET		2.00	W	-N/C-
BPP-73	5	SCREW, BOLT, ETC		10.00	W	-N/C-
L12246	5	SHEATHING		1.00	W	-N/C-

Lab Code	Job#	Description	LABOUR	Qty	Price	Total
Z192	1	TEMPORARY TIME (WARR)		49	W	-N/C-
Z192	1	TEMPORARY TIME (WARR)		49	W	-N/C-

Code	Job#	Description	EXTRAS	Qty	Price	Total
ORE	1	CORE CHARGES		1.00	W	-N/C-
M	5	PLYWOOD		1.00	W	-N/C-
M	5	SILICONE		1.00	W	-N/C-
M	5	BLACK URETHANE		1.00	W	-N/C-

Continued on page 3

BILL PLEMMONS, INC
6725 UNIVERSITY PKWY
RURAL HALL NC
US
27045-9618
336-377-2213

CUSTOMER WORK ORDER # 62604

Completed: 10 OCT 08	Customer: 59373 - THOMAS, RALPH
Invoice #:	Address: 4139 PRITCHARD GREEN RD
Author: TJ	AWENDOW SC
Stock No:	29429
Year/Make: 2007 FRIENDSHIP G8	Home Phone: 843-708-8039
Model: G8	Work Phone: 843-884-1644
Serial No: 58-7-A-8414FS8-9487	Purchase Date:
Chassis No: 4UZABDJ17CX98638	Date In: 28 JUL 08
Mileage: 3124	Promise Date:
Key No: 3137	Schedule Date:
Location: IN HOUSE	License No:
Regn No:	Trim:
Warr. Date: 09 APR 08	Promise Time:

Job # Description JOB INFORMATION

- 1 C/S LEAK IN HEAVY RAIN IN BEDROOM SLIDE
BY DOOR, LEAKS WITH SLIDE IN OR OUT
INSPECTED, SPRAYED WATER ON SLIDE ROOM
FOUND WATER LEAKING AROUND SWEEP SEAL,
REMOVED AND REPLACED SWEEP SEAL,
URETHANE CORNERS, TESTED OK
- 2 C/S CARPET HAS STAINS THROUGHOUT UNIT
FROM WATER LEAKS
SHAMPOO CARPET BEHIND DRIVERS SEAT
AREA, LET DRY, TESTED OK
- 3 C/S MOST WINDOWS WILL NOT LOCK ON BOTH
SIDES
FOUND SEVERAL WINDOWS THAT LOCKS WOULD
NOT LINE UP WITH WINDOW TRACK,
REPOSITION WINDOW LOCKS, TESTED OK
- 4 C/S CRUISE CONTROL WILL NOT WORK
FOUND THIS ISSUE WOULD NEED TO GO TO
FREIGHTLINER DEALER TO BE REPAIRED
- 5 C/S ENTRY DOOR WILL LOCK BY ITS SELF,
AND CAN NOT GET DOOR OPEN FROM INSIDE
OR OUTSIDE
INSPECTED, TOOK LOCK APART, INSPECTED
AND LUBE ALL PARTS INSIDE, REASSEMBLED,
TESTED OPERATION, OK
- 6 C/S ARMREST IS TORN ON DRIVERS SEAT
INSPECTED, GULF STREAM STATED THAT
THIS IS CONSIDERED WARE AAND WOULD NOT
BE COVERED BY WARRANTY
- 7 C/S ARMREST IS TORN ON PASSENGER SEAT
INSPECTED, GULF STREAM STATED THAT
THIS WOULD NOT BE COVERED BY WARRANTY

Continued on page 2

Work Order : 62604

- 8 C/S COMFORTER ON BED IS MISSING BUTTON
GULF STREAM STATED THAT THIS WOULD NOT
BE COVERED BY WARRANTY
- 9 C/S SLIDE TOPPER IS MISSING FROM
BEDROOM SLIDE

THEY DO NOT INSTALL SLIDE TOPPERS ON RT
SIDE, ONLY ON LEFT SIDE.

- 10 C/S COVER MISSING FOR SEAT BELT BOLT ON
PASSENGER SEAT
INSTALLED NEW SEAT BELT ASSEMBLY FOR
PASSENGER SEAT

```
*****
Part No      Job# Descriptio PARTS      Qty      Price      Total
*****
076322-02-000  1 TAPE-FOAM, DBL COATED.045X1.0    2.00      W      -N/C-
GS23X053      1 SEAL DOUBLE BULB                 35.00      W      -N/C-
GS23X053      1 SEAL DOUBLE BULB                -20.00      W      -N/C-
GS14Z015      10 SEAT BELT LATCH PASS. SIDE        1.00      W      -N/C-
*****
```

```
*****
Lab Code Job# Description      LABOUR      Total
*****
Z992      1 TEMPORARY TIME (WARR)        49          W      -N/C-
Z992      1 TEMPORARY TIME (WARR)        49          W      -N/C-
Z992      1 TEMPORARY TIME (WARR)        49          W      -N/C-
*****
```

CUSTOMER COMMENTS

```
*****
TRANS SEAL TO WO 62609.  20 ON 1 & 15 ON 1.  SF....10-9-08
*****
```

```
Parts Total:      0.00
Labour Total:      0.00
Sublet Total:      0.00
Extras Total:      0.00
Work Order Total:  0.00
```

Customer Signature: Ralph L. Thomas

Date: 10 OCT 2008

The seller disclaims all warranties expressed or implied. Vendors warrant their own products. We offer the limited lifetime labor guarantee. Date vehicle dropped off: 7/26/08 Date of appointment: 7/28/08 Repair completion date: 10/6/08
Notified of Completion: Time: 4:00 Date: 7/27/08 Date released: 10/23/08
I/we undersigned acknowledge the foregoing as factual and I/we hereby acknowledge receipt of completed copy.

SIGNATURE OF OWNER: _____

BILL PLEMMONS, INC
6725 UNIVERSITY PKWY
RURAL HALL NC
US
27045-9618
336-377-2213

CUSTOMER WORK ORDER # 62609

Completed: 09 OCT 08	Customer: 59373 - THOMAS, RALPH
Invoice #:	Address: 4139 PRITCHARD GREEN RD
Author: TJ	AWENDOW SC
Stock No:	29429
Year/Make: 2007 FRIENDSHIP G8	Home Phone: 843-708-8039
Model: G8	Work Phone: 843-884-1644
Serial No: 58-7-A-8414FS8-9487	Purchase Date:
Chassis No: 4UZABDJ17CX98638	Date In: 28 JUL 08
Mileage: 3124	Promise Date:
Key No: 3137	Schedule Date:
Location: IN HOUSE	License No:
Regn No:	Trim:
Warr. Date: 09 APR 08	Promise Time:

Job # Description JOB INFORMATION

- 1 C/S MIRROR ON MEDICINE CABINET HAS
 BLACK SPOTS ON GLASS
 INSPECTED, FOUND MIRROR NEEDS TO BE
 REPLACED, ORDERED NEW MIRROR
- 2 C/S WALL BEHIND MASTER TOILET IS BOWED
 OUT AND LOOSE
 INSPECTED, REMOVED ALL FLOOR AND
 CEILING TRIM, REMOVED WALL PANEL IN
 BATHROOM, ADDED 1X4 FOR EXTRA WALL
 SUPPORT, REINSTALLED, PUTTY NAIL HOLES,
 TESTED OK
- 3 C/S UNIT HAS GAPS IN SEAL AROUND
 BEDROOM SLIDE
 INSPECTED, REMOVED SWEEP SEAL ON LT
 REAR SLIDE, REPOSITIONED SEAL,
 REINSTALLED, ADDED SWEEP SEAL ON BOTTOM
 OF SLIDE ROOM, CUT OUT AROUND FRAME,
 SEALED WITH URETHANE AS NEEDED, TESTED OK
- 4 C/S MAIN SLIDE LEAKING AT LEFT SIDE
 INSPECTED, SPRAYED WATER ON SLIDE ROOM,
 FOUND LEAK AROUND SWEEP SEAL AT TOP
 RIGHT CORNER, REMOVED AND REPLACED
 SWEEP SEAL, SEALED CORNERS WITH
 URETHANE, WATER TESTED OK
- 5 AWNING BOLTS RUSTED ON ARMS
 INSPECTED, CLEANED RUST OFF AWNING
 BOLTS, BRUSHED WITH PAINT TO
 SEAL, TESTED OK
- 6 CK WINDSHEILD WASHER HOSE BROKEN ON
 BOTH WIPER ARMS
 INSPECTED, REMOVED AND REPLACED

Continued on page 2

Work Order : 62609

WINDSHIELD WIPER ARM COVERS,
 REATTACHED WASHER HOSES, TESTED OK
 7 CK FOG LAMPS FILLED UP WITH WATER
 INSPECTED, FOUND WATER IN BOTH FOG
 LAMPS, REMOVED ANED REPLACED BOTH FOG
 LAMPS, TESTED OK

Part No	Job#	Description	PARTS	Qty	Price	Total
GS06V263	7	FOR LIGHTS CLEAR SET		1.00	W	-N/C-

Lab Code	Job#	Description	LABOUR	Qty	Price	Total
Z992	1	TEMPORARY TIME (WARR)		49	W	-N/C-
Z992	1	TEMPORARY TIME (WARR)		49	W	-N/C-

Excode	Job#	Description	EXTRAS	Qty	Price	Total
CORE	1	CORE CHARGES		1.00	W	-N/C-
PM	2	2X4 WOOD BOARD		1.00	W	-N/C-
PM	3	BLACK URETHANE		1.00	W	-N/C-
PM	2	WHITE SILICONE		1.00	W	-N/C-

Parts Total:	0.00
Labour Total:	0.00
Sublet Total:	0.00
Extras Total:	0.00
Work Order Total:	0.00

Customer Signature: _____

Date: 09 OCT 2008

The seller disclaims all warranties expressed or implied. Vendors warrant their own products. We offer the limited lifetime labor guarantee. Date vehicle dropped off: 7/26/08 Date of appointment: 7/28/08 Repair completion date: 10/2/08
 Notified of Completion: Time: 12:00 Date: 10/2/08 Date released: 11/23/08
 I/we undersigend acknowledge the foregoing as factual and I/we hereby acknowledge receipt of completed copy.

SIGNATURE OF OWNER: / Ralph F Thomas

Work Order : 62600

CUSTOMER COMMENTS

ISSUED N/C W/P REFER DOOR SENT BY NORCOLD 8-8-08

Parts Total:	0.00
Labour Total:	0.00
Sublet Total:	0.00
Extras Total:	0.00
Work Order Total:	0.00

Customer Signature: _____

Date: 02 OCT 2008

The seller disclaims all warranties expressed or implied. Vendors warrant their own products. We offer the limited lifetime labor guarantee. Date vehicle dropped off: 7/25/08 Date of appointment: 7/25/08 Repair completion date: 8/11/08
Notified of Completion: time: 3:00 Date: 10/21/08 Date released: 10/23/08
I/we undersigned acknowledge the foregoing as factual and I/we hereby acknowledge receipt of completed copy.

SIGNATURE OF OWNER: Ralph I Thomas

notified cust on 10/21/08, cust decided to leave unit until
all parts that have been ordered, get installed.

Tony Joyner

BILL FLEMMONS, INC
6725 UNIVERSITY PKWY
RURAL HALL NC
US
27045-9618
336-377-2213

CUSTOMER WORK ORDER # 63607

Completed: 23 OCT 08 Customer: 59373 - THOMAS, RALPH
Invoice #: Address: 4139 PRITCHARD GREEN RD
Author: TJ AWENDOW SC
Stock No: 29429
Year/Make: 2007 FRIENDSHIP G8 Home Phone: 843-708-8039
Model: G8 Work Phone: 843-884-1644
Serial No: 58-7-A-8414FS8-9487 Purchase Date:
Chassis No: 4UZA8DJ17CX98638 Date In: 23 OCT 08
Mileage: 3124 Promise Date:
Key No: Schedule Date:
Location: IN HOUSE License No:
Regn No: Trim:
Warr. Date: 09 APR 08 Promise Time:

Job # Description JOB INFORMATION

1 CK FUEL CAP IS BROKEN ON RIGHT SIDE
 INSPECTED, FOUND FUEL CAP BROKEN,
 REMOVED OLD CAP AND REPLACED WITH NEW,
 TESTED OPERATION
2 CK HOUSE BATTERY WILL NOT STAY UP
 INSPECTED, TESTED HOUSE BATTERY, OK
 AT THIS TIME

Part No Job# Description PARTS Qty Price Total

5501 1 GAS CAP LOCKING GM 1.00 W -N/C-

Lab Code Job# Description LABOUR Total

Z992 1 TEMPORARY TIME (WARR) 49 W -N/C-

Excode Job# Description EXTRAS Qty Price Total

CORE 1 CORE CHARGES 1.00 W -N/C-
PM 1 PAINT & MATERIALS 1.00 W -N/C-

Continued on page 2

Work Order : 63607

Parts Total:	0.00
Labour Total:	0.00
Sublet Total:	0.00
Extras Total:	0.00
Work Order Total:	0.00

Customer Signature: Ralph L Thomas

Date: 23 OCT 2008

The seller disclaims all warranties expressed or implied. Vendors warrant their own products. We offer the limited lifetime labor guarantee. Date vehicle dropped off: 10/23/08 Date of appointment: 10/23/08 Repair completion date: 10/23/08
Notified of Completion: Time: 9:00 Date: 10/23/08 Date released: 10/23/08
I/we undersigned acknowledge the foregoing as factual and I/we hereby acknowledge receipt of completed copy.

SIGNATURE OF OWNER: Ralph L Thomas

BILL PLEMMONS, INC
6725 UNIVERSITY PKWY
RURAL HALL NC
US
27045-9618
336-377-2213

CUSTOMER WORK ORDER # 63531

Completed: 22 OCT 08 Customer: 59373 - THOMAS, RALPH
Invoice #: Address: 4139 PRITCHARD GREEN RD
Author: TJ AWENDOW SC
Stock No: 29429
Year/Make: 2007 FRIENDSHIP G8 Home Phone: 843-708-8039
Model: G8 Work Phone: 843-884-1644
Serial No: 58-7-A-8414FS8-9487 Purchase Date:
Chassis No: 4UZABDJ17CX98638 Date In: 15 OCT 08
Mileage: 3124 Promise Date:
Key No: Schedule Date:
Location: IN HOUSE License No:
Regn No: Trim:
Warr. Date: 09 APR 08 Promise Time:

Job # Description JOB INFORMATION

1 CK FOR MEDICINE CABINET DOOR NOT
WORKING PROPERLY, PARTS IN
INSPECTED, FOUND GLASS HAD BLEMISH,
REMOVED MEDICINE CABINET FROM WALL,
FOUND PART WAS SENT WRONG, REORDERED,
WENT TO INSTALL, FOUND GLASS CRACKED,
REORDERED, REMOVED GLASS FROM CABINET,
CLEANED OLD GLUE, REINSTALLED GLASS,
REINSTALLED CABINET, TESTED OK

Part No Job# Description PARTS Qty Price Total

GS49B999 1 MEDICINE CABINET DOOR ONLY W/ MIRROR 1.00 W -N/C-
L282281 1 PAINT SATIN OFF WHT 1.00 W -N/C-

Lab Code Job# Description LABOUR Total

Z992 1 TEMPORARY TIME (WARR) 87 W -N/C-
Z992 1 TEMPORARY TIME (WARR) 82 W -N/C-

Excode Job# Description EXTRAS Qty Price Total

CORE 1 CORE CHARGES 1.00 W -N/C-
PM 1 ADHESIVE REMOVER 1.00 W -N/C-
FRT 1 SHIPPING & HANDLING 1.00 W -N/C-

Continued on page 2

Work Order : 63531

Parts Total:	0.00
Labour Total:	0.00
Sublet Total:	0.00
Extras Total:	0.00
Work Order Total:	0.00

Customer Signature: Rafael P. Thomas

Date: 22 OCT 2008

The seller disclaims all warranties expressed or implied. Vendors warrant their own products. We offer the limited lifetime labor guarantee. Date vehicle dropped off: 10/15/08 Date of appointment: 10/15/08 Repair completion date: 10/22/08
Notified of Completion: Time: 3:31 Date: 10/22/08 Date released: _____
I/we undersigned acknowledge the foregoing as factual and I/we hereby acknowledge receipt of completed copy.

SIGNATURE OF OWNER: _____

THE STATE OF SOUTH CAROLINA
South Carolina Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas

The Honorable Carmen T. Mullen, Circuit Court Judge

Appellate Case No.: 2012-213361
Circuit Court Case No.: 2008-CP-27-00695

Ralph Thomas and Nancy Thomas.....Respondents,

vs.

Gulf Stream Coach, Inc. and Ridgeland Recreational Vehicles, Inc.
d/b/a Boat N RV Megastore.....Defendants,

of whom Gulf Stream Coach, Inc. is the.....Appellant,

and

Ridgeland Recreational Vehicles, Inc. d/b/a Boat N RV Megastore
is.....Respondent.

CERTIFICATE OF COUNSEL

The undersigned certifies that this Record on Appeal contains all material
proposed to be included of any of the parties, and no other material.

SIGNATURE PAGE FOLLOWS

HOWELL, GIBSON & HUGHES, P.A.

By: 
Patrick M. Higgins
Post Office Box 40
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(843) 522-2400
Attorney for Appellant
Bar No: 011912

Beaufort, South Carolina

October 17, 2013

THE STATE OF SOUTH CAROLINA
South Carolina Court of Appeals

APPEAL FROM JASPER COUNTY
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and

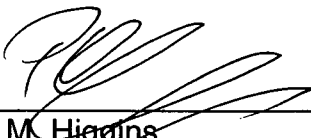
Ridgeland Recreational Vehicles, Inc. d/b/a Boat N RV Megastore
is.....Respondent.

CERTIFICATE OF COMPLIANCE

The undersigned certifies that this Record on Appeal has been reviewed
and redacted (where necessary) and complies with the Supreme Court's Order of
August 13, 2007.

SIGNATURE PAGE FOLLOWS

HOWELL, GIBSON & HUGHES, P.A.

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Beaufort, South Carolina
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