

# NEWMAR CORPORATION

PURCHASE DATE \_\_\_\_\_

SERIAL # \_\_\_\_\_

NEWMAR CORPORATION • 355 N DELAWARE ST • PO BOX 30 • NAPPANEE IN 46550-0030

## 2020 RECREATIONAL VEHICLE TWELVE MONTH LIMITED WARRANTY

BRANDS: BAY STAR SPORT • BAY STAR • CANYON STAR • SUPERSTAR • SUPREME AIRE

KOUNTRY STAR • VENTANA • DUTCH STAR • NEW AIRE • MOUNTAIN AIRE • LONDON AIRE • ESSEX • KING AIRE

Newmar Corporation warrants this recreational vehicle for twelve (12) months from the original retail owner's date of purchase under normal use and service while in operation in the United States and Canada excluding the exceptions set out below.

If any part of your new Newmar Corporation product fails because of a manufacturing defect within twelve (12) months from the original retail owner's date of purchase, it will be repaired without charge for either parts or labor by Newmar Corporation, providing the required maintenance as outlined in the Newmar Owner's Guide and claim procedures below are followed.

Upon discovery of a defect, you should notify the dealership where you purchased your Newmar recreational vehicle, or the local authorized Newmar Service Center and set up an appointment to have the defect corrected without charge for either parts or labor. Owner agrees it is his obligation and an essential term of this warranty that he makes his vehicle available for warranty service whenever it needs warranty service at his selling dealer or at an authorized Newmar service center. If you do not know the location of your closest Newmar Service Center, you may contact the Newmar Corporation warranty department by telephone at 800-731-8300, or by mail at PO BOX 30, NAPPANEE IN 46550-0030. Newmar will then direct you to the nearest service center. You may then call the service center and set up an appointment, or ask the warranty department to assist you in scheduling an appointment at the service center. Service performed by non-authorized service centers must have prior written approval for warranty reimbursement. If you do not get immediate response from any component manufacturer, call Newmar Customer Service and Newmar will assist you in obtaining warranty service from the component part supplier for the term of the Newmar warranty.

The repair or replacement of defective parts under this warranty shall be made by an authorized Newmar Corporation Dealership or Authorized Newmar Service Center.

**THE LIMITED 5-YEAR STRUCTURAL WARRANTY.** If any part of your Newmar recreational vehicle superstructure (which is the steel/aluminum structure of the sidewall, roof, or frame) fails to perform properly within five years from the date of purchase because of faulty workmanship or material supplied by Newmar, it will be repaired without charge for either parts or labor by Newmar providing the claim procedures stated above are followed. This structural warranty is available only to the original purchaser and is non-transferable.

### THIS WARRANTY DOES NOT COVER OR INCLUDE:

- a. Any normal deterioration of appearance items due to wear and/or exposure, including drapery, upholstery, carpeting, exterior paint and finish, rust and corrosion;
- b. Any Newmar Corporation product used for commercial purposes (any use for business for profit, or nonprofit,) or held for rental or hire;
- c. Unauthorized Modifications. Installation of any 'aftermarket' devices or modifying any existing system originally installed by Newmar Corporation should be considered an unauthorized modification. Any condition or repair related to the performance or function of the Newmar unit as a result of an unauthorized modification will not be considered a warrantable defect in materials, workmanship, or components, and necessitated repairs as a result thereof will not be covered under the Newmar Limited Warranty;
- d. Any damage or defect caused by, but not limited to, collision, fire, theft, vandalism, riot, explosion, acts of God, war, objects striking the vehicle, neglect, misuse, overloading, accident, unauthorized repairs, alterations, improper dealer handling, improper or un-applied maintenance, or failure to follow operating instructions;
- e. Normal Maintenance Cost and Requirements. Normal maintenance cost and requirements detailed in the Newmar Owner's Guide are the responsibility of the purchaser. For an itemized list of required maintenance procedures and schedules, please refer to your Newmar Owner's Guide;
- f. Cosmetic alignment of the slide out(s) and other cosmetic adjustments are considered routine maintenance and are not covered,
- g. Equipment and components supplied and separately warranted by other manufacturers, including but not limited to, tires, batteries, chassis, including all items supplied by the chassis manufacturer, and other installed equipment or accessories. These suppliers provide their own warranties or extensions. These warranties are separate from the Newmar Limited Warranty. Please review each separate warranty for descriptions and details of their respective warranty. The terms, conditions and warranty periods of these warranties may vary from the Newmar twelve (12) month warranty. A generalized list of supplier's phone numbers is included in the Newmar Owner's Guide;
- h. Any undertaking, representation, or warranty made by dealers or other parties selling or representing the products covered by this warranty other than those specifically stated herein.

**NEWMAR CORPORATION WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING (BUT NOT LIMITED TO) LOSS OF USE OF VEHICLE, LOSS OF TIME, INCONVENIENCE, EXPENSES FOR TRAVEL, LODGING, TELEPHONE, TRANSPORTATION CHARGES, LOSS OR DAMAGES TO PERSONAL PROPERTY, OR LOSS OF INCOME.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Newmar Corporation reserves the right to make changes in design and changes or improvements upon its products without imposing any obligation upon itself to install the same upon products theretofore manufactured.

This warranty is expressly in lieu of any other express warranties, written or verbal, made on the part of Newmar Corporation, which corporation does not undertake responsibility to any purchaser of its products for any undertaking, representation or warranty made by dealers beyond those herein expressed. **Any implied warranties as to the Newmar Corporation Recreational Vehicle including any warranty of merchantability or fitness for a particular purpose or use are limited to a period of twelve (12) months immediately following the original retail owner's date of purchase as therefore stipulated.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

This warranty is null and void unless the purchaser of and the dealer who sells the recreational vehicle fill out completely and mail the respective registration form supplied with this recreational vehicle within 10 days from date of original sale. Purchaser and dealer further agree the courts (state or federal) located in the State of Indiana have exclusive jurisdiction to resolve any dispute based on this warranty, any implied warranty, or any alleged warranty breach, as well as any claim or cause filed in conjunction with a breach of warranty claim. **Indiana Law shall apply to all agreements, disputes, negotiations, litigation, and settlements.**

In addition to the above provisions, the purchaser has certain legal remedies provided by the MAGNUSON-MOSS WARRANTY ACT, Public Law 93-637, 88 Stat. 2183-2193; U.S. Code, Secs. 2301-2312.

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