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SERIAL # 2005

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

## **CYPRESS**

## RECREATIONAL VEHICLE TWELVE-MONTH LIMITED WARRANTY

Newmar Corporation warrants this recreational vehicle for twelve (12) months from the 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 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 your local Newmar Corporation Dealership or Authorized Newmar Service Center and set up an appointment to have the defect corrected without charge for either parts or labor. If you do not know the location of your closest Newmar Service Center, you may contact the Newmar Corporation Warranty Department by telephone at (574) 773-7791, or by mail at P.O. Box 30, Nappanee, Indiana 46550. 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.

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

## THIS WARRANTY DOES NOT COVER OR INCLUDE:

- Any normal deterioration of appearance items due to wear and/or exposure, including drapery, upholstery, carpeting, and exterior paint and finish;
- b. Any Newmar Corporation product used for commercial purposes 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) is maintenance. However, alignment in the first year will be covered. 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 are 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 date of purchase as theretofore 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 not assignable or transferable.

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 15 days from date of original sale.

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.

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