

#### WHEN YOU KNOW THE DIFFERENCE"

## COMSTAR LIMITED EXPRESS WARRANTY (Commercial Conversion Vehicles)

Newmar warrants each new ComStar Commercial Conversion Vehicle ("CCV") for a period of twelve (12) months from its original end user purchase date or 12,000 miles (whichever occurs first) under normal use and service while in operation in the United States and Canada, excluding exceptions set out below. The obligation of Newmar under this warranty being limited to repairing or replacing at the Newmar factory, Nappanee, Indiana, any part, system, or component manufactured or installed by Newmar on the CCV that shall within three hundred sixty-five (365) days after delivery of the CCV to the original end user purchaser be returned to Newmar with transportation charges prepaid and after an examination by Newmar said part, system, or component is determined by Newmar to have failed or malfunctioned as a result of having been manufactured or installed defectively by Newmar. No labor costs or expenses are included in this warranty, except if the CCV at the owner's expense is brought to the Newmar factory in Nappanee, Indiana, any part determined to be defective by Newmar will be replaced or repaired and installed at no labor cost to the owner.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF NEWMAR, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. NEWMAR DOES NOT ASSUME OR AUTHORIZE ANY PERSON OR ENTITY TO ASSUME ON ITS BEHALF ANY OTHER OBLIGATION OR LIABILITY.

## How to Get Warranty Service.

If you need warranty service, call toll free Newmar's service center at 1-800-866-290-5371. Identify for the technician the CCV model and serial number you are calling on and the nature of the problem and your location. You will be provided a Newmar factory service center appointment or be directed to an authorized Newmar service center. WARRANTY WORK MUST BE AUTHORIZED by NEWMAR before repair work begins.

# Items Not Covered.

Newmar makes no warranty with respect to the chassis, engine, transmission, drive line, tires, ignition apparatus, signal devices, starting devices, gauges or other chassis components, generators or batteries, as they are usually warranted specifically by the respective manufacturer of those items. This warranty shall not apply to any CCV that has been repaired or altered outside of Newmar's factory in any way so as to the

judgment of Newmar affect the stability or reliability of the CCV components furnished by Newmar, or has been subject to misuse, negligence, or accident. The failure to provide normal maintenance as provided in Newmar's owner's manual or in the owner's manual of any component parts supplier shall constitute an example of misuse.

## Contractual Remedy and Damage Limitation - Repair Warranty Only.

Purchaser and/or end user agree the CCV is the base component of a custom made vehicle and therefore not fungible goods. Purchaser understands Newmar is an intermediate stage manufacturer, not a final stage manufacturer. To the extent purchaser or end user receive and rely on this warranty and any service or benefits provided thereby, they further agree to be limited by the terms and conditions of this warranty and expressly waive any right to seek from Newmar rescission, revocation or termination of the purchase of the CCV or any incidental or consequential damages, including but not limited to, lost profits resulting from the use or ownership of the CCV. In the event the CCV is used for any business (profit or non-profit) purpose, the owner who engages in such business will indemnify and hold harmless Newmar from any claim of liability from said owner's customers, employees, guests, or invitees, except where there is a showing of gross negligence on the part of Newmar.

#### Excluded Items.

By way of clarification and not limitation, this warranty is understood by the parties not to cover or include:

- (a) Any normal deterioration of appearance, items due to wear and/or exposure, including draperies, upholstery, floor coverings, exterior paint, and finish;
- (b) Unauthorized modifications. Installation of any after-market devices or modifying any existing system originally installed by Newmar Corporation should be considered an unauthorized modification absent a written "approved modification" document signed by Newmar. 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;
- (c) Any damage or defect caused by, but not limited to, collision fire, theft, vandalism, riot, explosion, acts of God, objects striking the vehicle, neglect, misuse, overloading, accident, unauthorized repairs, alterations, improper dealer handling, improper maintenance, or failure to follow operating instructions;
- (d) Abnormal maintenance costs and requirements detailed in Newmar's owner's manual, or the owner's manual of any component provided by Newmar, including but not limited to, the chassis.
- (e) Chassis alignment.
- (f) Cosmetic alignment or adjustments, including but not limited to, adjustments of slide-outs;

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- (g) Equipment and components supplied and separately warranted by other manufacturers. These warranties are separate from the Newmar warranty. Please review their terms and conditions. A generalized list of suppliers' names and telephone numbers for these separately warranted items is included in the Newmar service manual. This exclusion includes any components, systems, or equipment added by the final stage manufacturer who completes the CCV after it leaves Newmar and sells it as a completed vehicle to a dealer or end user, even though they may not be listed in Newmar's owner's manual.
- (h) Any undertaking, representation or warranty made by the dealer or other parties selling or representing the products covered by this warranty, other than those specifically contained in this written, limited warranty.

Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply. Newmar reserves the right to make changes in design and changes or improvements upon its product without imposing any obligation upon itself to install the same upon products previously manufactured and distributed.

#### Non-Consumer Product.

The CCV is designed for commercial use only and is not to be used for and is not warranted for use as a consumer product. Use for personal, family, or household purposes will void this warranty.

# **Warranty Registration**

This warranty is null and void unless the purchaser/end user, together with its dealer, completely fills out and mails the respective registration form supplied with this vehicle within ten (10) days of its original end user purchase.

Mileage in excess of 3,000 miles on the CCV odometer and/or time period in excess of twelve (12) months from date of sale (invoice date) by Newmar will be charged against and reduce the twelve month/12,000 mile warranty period provided the end user, unless specifically agreed otherwise by Newmar in writing.