

TWO-YEAR/24,000 MILE LIMITED

**WARRANTY
AGREEMENT**

CUSTOMER NAME _____

THIS LIMITED WARRANTY APPLIES TO THE FOLLOWING USED MOTORCOACH: _____ YEAR _____ MAKE _____

SERIAL NUMBER _____ DELIVERY DATE _____

Newell Coach Corporation ("Newell"), P.O. Box 511, Miami, Oklahoma 74355, Warrants the mechanical components and systems of the motor coach identified above, other than those identified under the paragraph **EXCLUSIONS**, below, against mechanical failure or repair for a period of 24 months or 24,000 miles, whichever occurs first after the delivery date to the customer. If the coach or a part thereof requires repair within the first 12 months and 24,000 miles of the warranty period, Newell will repair the defective portion of the coach, without charge, at the Newell factory or, at Newell's sole discretion AND if Newell has issued prior authorization, will reimburse the customer for repairs made by others, subject to the conditions and exclusions expressed below. **After the first 12 months, for the balance of the warranty period, the customer will be responsible for the first \$100 cost of each covered repair item.** The decision to repair defective part(s) or replace with new or rebuilt part(s) within the sole discretion of Newell. It is agreed by the customer and Newell that a coach or part requires repairs if it fails to perform according to reasonable objective expectations when put to normal use as a recreational vehicle. This Limited Warranty is subject to the conditions set forth below.

CONDITIONS

1. This limited warranty extends only to the customer identified above. It is not transferable to any other owner.
2. NEWELL SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE COACH RESULTING FROM ANY WARRANTY CLAIM. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OF ANY COACH SHALL BE LIMITED IN DURATION TO A PERIOD OF TWENTY-FOUR (24) MONTHS OR A MAXIMUM OF TWENTY THOUSAND (24,000) MILES, WHICHEVER OCCURS FIRST, AFTER THE DELIVERY DATE TO THE CUSTOMER.
3. If the coach covered by this limited warranty is used as a rental vehicle at any time, this warranty shall terminate immediately and become void.
4. This limited warranty does not apply to any defect caused by lack of scheduled maintenance by the customer, improper or unauthorized repair or alteration, accidents, vandalism, or unreasonable use, or if this coach has been loaded beyond the factory rated axle load capacity.

5. Warranty service shall be obtained by written, in-person, or telephone notice to Newell by the customer. The notice shall identify the coach by serial number and year, give the name and address of the customer, and describe the nature of the repair claimed. Newell shall have the right to inspect the coach or any part thereof claimed to require repair at its factory in Miami, Oklahoma. All warranty claims shall be sent to Newell Coach Corporation at P.O. Box 511, Miami, Oklahoma 74355.
6. Newell reserves the right to make changes in the design of or improvement upon the coaches or parts it manufactures without any obligation to make or install such changes or improvements in or upon coaches previously manufactured and sold.
7. No agent or representative of Newell or any other person is authorized to make representations or assume any liabilities on behalf of Newell in connection with the coaches or this limited warranty other than as specifically stated herein.
8. All transportation or other costs incurred in returning the coach to Newell's factory or an agreed repair facility shall be

the sole responsibility of the customer.
9. Repair work performed under this warranty at the factory shall be completed within a reasonable time, not to exceed thirty (30) days from the date of delivery to the factory provided, however, Newell shall not be responsible for delays caused by strike, natural catastrophe, unavailability of parts, war, terrorism or other matters beyond the control of Newell. All work performed by Newell under this limited warranty shall be performed during regular business hours.
10. This limited warranty is specifically void for any repairs undertaken by any repair facility or individual that has not received specific prior warranty authorization from Newell.
11. THIS LIMITED WARRANTY AND THE OBLIGATIONS OF THE PARTIES ARISING HEREUNDER SHALL BE INTERPRETED, CONSTRUED, GOVERNED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA.
12. THE PARTIES HERETO AGREE THAT THE EXCLUSIVE JURISDICTION AND VENUE FOR THE RESOLUTION OF ANY DISPUTE OF ANY KIND OR NATURE ARISING OUT OF OR

IN CONNECTION WITH THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR CLAIMED LACK OF PERFORMANCE OF ANY DUTIES OWED BY ANY PARTY UNDER THIS LIMITED WARRANTY, SHALL BE THE DISTRICT COURT IN AND FOR OTTAWA COUNTY, OKLAHOMA. IN ANY SUCH LAWSUIT THE PARTIES AGREE THAT THE PREVAILING PARTY SHALL RECEIVE AN AWARD OF THE ATTORNEYS' FEES, COSTS AND LITIGATION EXPENSES INCURRED IN SUCH PROCEEDING.



FACTORY- DIRECT ASSISTANCE AND WARRANTY AUTHORIZATION

1-888-9**NEWELL**
PARTS DIRECT LINE
918-542-5582
SERVICE DEPARTMENT FAX
918-542-7120

Newell Coach Corporation
P.O. BOX 511 – N HWY. 69
MIAMI, OK 74355

EXCLUSIONS

THIS LIMITED WARRANTY DOES NOT APPLY TO THE FOLLOWING ITEMS: MAINTENANCE, SERVICES AND MECHANICAL ADJUSTMENTS, OR REPAIRS AND REPLACEMENTS WHICH BECOME NECESSARY THROUGH NORMAL USE OR NORMAL WEAR AND TEAR. ALSO SPECIFICALLY EXCLUDED ARE: REPLACEMENT OR REPAIR OF TIRES OR BATTERIES AFTER 30 DAYS; HOME THEATER COMPONENTS, TELEVISION AND SATELLITE TELEVISION COMPONENTS AFTER 90 DAYS; WINDSHIELDS AND WINDOWS, ALL INTERIOR SOFT TRIM, CARPET, AND UPHOLSTERY, AND SCHEDULED MAINTENANCE.

CUSTOMER HAS READ AND AGREES TO THE ABOVE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY AND AGREES THAT A COPY OF THIS WARRANTY WAS MADE AVAILABLE FOR REVIEW BEFORE PURCHASE OF THE COACH WAS COMPLETED.

Newell Coach Corporation

(CUSTOMER) _____

By: _____ (TITLE) _____