

LIMITED WARRANTY

IMPORTANT

To be eligible for service under Midwest Automotive Designs LLC's Limited Warranty Purchaser must complete and return the Customer Warranty Registration card within thirty (30) days of Purchaser's purchase.

WARRANTOR

This warranty is granted by the **MIDWEST AUTOMOTIVE DESIGNS LLC** ("Midwest"), with its principal office located at 1826 Leer Dr, Elkhart, Indiana 46514.

THE LIMITED WARRANTY

Midwest warrants to the original purchaser (the "Purchaser") that, subject to the exclusions and other limitations set forth herein, all parts and components installed by Midwest as part of its conversion package to an automotive van or light truck chassis (the "Unit"), which are sold in and remain in the United States and Canada, will be free from defects in materials used and workmanship rendered: (a) for a period of thirty-six (36) months from the date a Unit is first delivered to the original retail purchaser or thirty-six thousand (36,000) miles, whichever occurs first, for Units used for non-commercial purposes or (b) for a period of twelve (12) months from the date a Unit is first delivered to the original purchaser if the Unit is used for commercial purposes.

IMPLIED WARRANTIES ARISING UNDER APPLICABLE LAW, IF ANY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY MIDWEST.

CONDITIONS TO WARRANTY COVERAGE

Warranty Registration. Purchaser will not be entitled to the benefits of Midwest's warranty unless Purchaser completes and returns the Customer Warranty Registration card to Midwest at the address below within thirty (30) days of the date of Purchaser's purchase of Purchaser's unit.

Midwest Automotive Designs LLC
Attention: Warranty
1826 Leer Dr
Elkhart, Indiana 46514

Notification of Defect or Damage. Purchaser will not be covered for any particular defect or damage unless Purchaser notifies Midwest or Purchaser's selling dealer within ten (10) days after the defect or damage is or should have been discovered by Purchaser.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify Midwest or an independent, authorized dealer of Midwest, of the substantial defect in material or workmanship attributable to Midwest, within the warranty coverage period designated above;
2. Provide the notification mentioned in (1) above, within ten (10) days of when Purchaser discovered, or should have discovered, the substantial defect in material or workmanship attributable to Midwest;
3. Promptly schedule an appointment with and take the Unit to Midwest or an independent, authorized dealer of Midwest for repairs; and
4. Pay any freight or transportation costs, import duties, fees and all incidental expenses associated with obtaining warranty service including but not limited to lodging and meal expenses.

For warranty service simply contact (1) Midwest at (574) 522-4878 or (2) one of Midwest's independent, authorized service centers for an appointment and then deliver Purchaser's Unit to the service center on the specified appointment date.

If Midwest determines that repair or replacement by Purchaser's dealer or another service center is impractical, Purchaser will be required to return the defective part or vehicle to Midwest's factory. All costs incurred by Purchaser for returning the unit to and from Purchaser's dealer, another Midwest service center or Midwest's factory will be Purchaser's responsibility.

NOTE: Midwest does not control the scheduling of service work at the independent, authorized dealerships. Purchaser may encounter some delay in scheduling or completion of work. Also, Purchaser must notify the selling dealer at time of delivery to have work performed on any defect that occurred at the factory during manufacture at no cost to Purchaser as provided by this limited warranty. (See below under WHAT IS NOT COVERED.)

ORIGINAL PURCHASER ONLY

The warranty is provided to Purchaser only if Purchaser is the original retail purchaser and it is not transferable. If Purchaser purchased Purchaser's unit from the original retail buyer or another subsequent owner, Purchaser's unit is not covered by this warranty.

WHAT IS NOT COVERED

Parts Supplied by Chassis Manufacturer. This warranty does not cover any components or other parts supplied by the manufacturer of the chassis of the unit. For example, the engine and all of its components, the frame, the steering mechanism, axles, brakes, heater, transmission, air conditioner,

suspension, drive trains, wheels, tires and batteries are not covered by this warranty. Purchaser should contact the manufacturer of the chassis if Purchaser discovers a defect in any components or parts supplied by the manufacturer of the chassis.

New Parts and Equipment. Parts or other equipment installed after Purchaser's unit leaves the control of Midwest are not covered by this warranty. Any defects or damages caused by such parts and equipment are also not covered by this warranty.

Alterations. This warranty does not cover any defects or damages caused by any alterations or modifications of Purchaser's unit, including modifications of components and parts supplied by Midwest after the unit leaves the control of Midwest.

Not Original Sale. Vehicles not purchased directly from Midwest or an authorized dealer of Midwest, and any Midwest vehicles purchased directly or indirectly through auction, salvage, repossessed on, or other non-customary sale means.

Outside United States or Canada. Vehicles sold or used outside the United States or Canada are not covered by this warranty.

Damage Caused by Accidents, Misuse or Other Events. Defects or damages resulting from accidents, collisions, misuse (including off-road use) and any other use not recommended by Midwest, negligence, fires, theft, vandalism, acts of God, or weather conditions (including hail, floods, windstorms, and lightening) are not covered by this warranty. Defects or damages otherwise caused by Purchaser, any third parties or the forces of nature are also not covered.

Damage Due to Environmental Conditions. Defects and damages caused by airborne fallout, dust, salt, chemicals, tree sap, stones, insects, and the application of chemicals or sealants are not covered by this warranty.

Additional Exclusions. Defects and damages caused by the following are not covered by this warranty:

- Normal deterioration due to wear or exposure, including but not limited to rust, corrosion, oxidation, paint chips and cosmetic blemishes;
- Failure to comply with the instructions set forth in any owner's manual provided with the Unit;
- Failure to properly maintain or service the Unit, including but not limited to the maintenance of lubricants, sealants, and seals;
- Failure to seek and obtain repairs in a timely manner;
- Failure to use reasonable efforts to mitigate damage caused by defects;
- Acts or omissions of any person or entity other than Midwest;
- Damages resulting from the tire wear or tire fatigue;
- The effects of condensation or moisture from condensation inside the Unit or failure to provide adequate ventilation;
- Mold or any damage caused by mold to the inside or outside of the Unit;
- Imperfections that do not affect the suitability of the Unit for its intended purpose of recreational use or items that are working as designed but that Purchaser is unhappy with;
- Problems, including water leaks, related to misuse, mishandling, neglect or abuse, including failure to maintain the Unit in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws and fittings, tightening of lug nuts, sealing, rotating tires;
- Defacing, scratches, dents, chips on any surface or fabric of the Unit;
- Damage cause by off road use, overloading the Unit or alteration of the Unit, or any of its components or part;
- Wheel alignment or adjustments to axles when caused by improper maintenance, loading or damage from road hazards, including off road travel, wheel damage or balancing or damage from tire failures; and
- Any costs associated with obtaining service, including by way of example, travel costs, are specifically excluded from the coverage of this warranty.

SPECIAL LIMITATIONS ON COVERAGE

Wood Parts and Components. Although wood products installed by Midwest are covered by this warranty, color variations which occur in natural wood products or color variations due to the natural aging process of wood over time are not defects or damages covered by this warranty.

Finish. This warranty does not cover any defects in or caused by the original factory finish applied by the chassis manufacturer.

Maintenance. To the extent any of the components and parts supplied by Midwest requires regular maintenance, Purchaser must provide that maintenance at Purchaser's expense. Examples include but are not limited to light bulbs, windshield wiper blades, fuses, lubricants, sealants and seals, slide out adjustments and door adjustments. Any defects or damages caused by a failure to provide regular maintenance is not covered by this warranty.

WHAT WILL MIDWEST DO

If, at any time during the applicable warranty period, Midwest provided components or parts of Purchaser's unit which malfunction or fail due to a manufacturing defect or defect in workmanship, Midwest will, at its option, repair, replace, or adjust the defective component or part or refund the cost of a defective component. If Midwest elects to replace a defective component or part, it may not be able to obtain an identical component or part to use as a replacement. In such an event, it will use a reasonably equivalent component or part as the replacement. Midwest and Purchaser's dealer (if applicable) are entitled to a reasonable time and a reasonable number of attempts to diagnose and repair any defect covered by this warranty. The remedy and Midwest's liability set forth in this paragraph for breach of Midwest's Limited Warranty is the exclusive and sole remedy and the limit of Midwest's liability for any breach of warranty.

RIGHTS UNDER STATE LAW

Other Legal Rights. This warranty gives Purchaser specific legal rights, and Purchaser may also have other rights which vary from state to state. For example, in addition to the limited warranty provided by Midwest, Purchaser may also have an implied warranty that arises under applicable law. Specifically, Purchaser may have an implied warranty of merchantability and/or implied warranty of fitness for a particular purpose.

LIMIT ON LENGTH OF IMPLIED WARRANTY

THE IMPLIED WARRANTIES AVAILABLE TO PURCHASER ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE TIME PERIOD COVERED BY THE MIDWEST LIMITED WARRANTY OR TO THE APPLICABLE TIME PERIOD PROVIDED BY STATE LAW, WHICHEVER PERIOD IS SHORTER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO PURCHASER.

LIMITATIONS

Incidental and Consequential Damages. In no event will Midwest be responsible for any time or income that Purchaser loses, any inconvenience Purchaser might be caused, the loss of Purchaser's transportation or use of Purchaser's vehicle, cost of rental vehicles, fuels, telephone, travel, meals or lodging, the loss of personal or commercial property, the loss of revenue, or any other incidental or consequential damages Purchaser may have.

Punitive Damages. Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

Breach of Implied Warranties. If Purchaser is entitled to the benefit of any implied warranties, Purchaser's remedy and Midwest's liability will be as set forth in the paragraph titled "What Will Midwest Do" above for a breach of the Midwest Limited Warranty.

Class Actions. Purchaser may not bring any warranty related or other claims against Midwest as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Limitations. ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN AND TO THE COVERED PRODUCTS. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. EXCEPT AS PROVIDED IN THIS WARRANTY, ALL PRODUCTS ARE BEING SOLD "AS IS" AND "WITH ALL FAULTS." ALL RISKS AS TO PRODUCT QUALITY OR PERFORMANCE NOT CONTEMPLATED BY THIS WARRANTY WILL BE BORNE EXCLUSIVELY BY PURCHASER. IF A PRODUCT PROVES DEFECTIVE AFTER ITS PURCHASE, PURCHASER, NOT MIDWEST, ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR THAT IS NOT COVERED UNDER THIS WARRANTY. IN NO EVENT WILL MIDWEST BE LIABLE FOR COSTS OF REMOVAL OR REINSTALLATION OF THE PRODUCTS, OR ANY EXPENSE RELATED TO REINSTALLATION. MIDWEST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED AND RELEASED. UNDER NO CIRCUMSTANCES WILL MIDWEST'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. PURCHASER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO PURCHASER'S ATTENTION AND EXPLAINED, THAT PURCHASER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT PURCHASER'S RECEIPT OF THE WARRANTY AND PRODUCT, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT PURCHASER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.

All Types of Claims. The limitations set forth in this Section apply to claims for breach of Midwest's warranty, other breach of warranty claims, claims for negligence and to other claims against Midwest based on any other theory.

Effect of State Law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions related to such damages set forth in this Limited Warranty may not apply to Purchaser.

PRODUCTION CHANGES

Midwest reserves the right to make changes in the conversion vans its manufactures or sells at any time. Midwest has no obligation to make the same or similar changes to any van conversion it previously manufactured or sold, and Midwest has no obligation to conform any unit to the features shown in any Midwest brochure or advertisement.

APPLICABLE LAW AND VENUE

This Warranty will be governed by and construed in accordance with the laws of the State of Indiana without regard to principles of conflicts of law. To the full extent permitted by law, any disagreement, dispute, controversy, or claim arising out of or relating to this Warranty or Product must be brought, if at all, only in a state court in Elkhart, Indiana, or a federal court in the United States District Court Northern District of Indiana. Purchaser irrevocably consents that such court will have personal jurisdiction over Purchaser and waives any objection that the court is an inconvenient forum. PURCHASER WAIVES ANY RIGHT TO A JURY TRIAL AND CLASS ACTION RELATING TO THIS WARRANTY, AND MAY NOT JOIN OR CONSOLIDATE CLAIMS AS A REPRESENTATIVE OF A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. In the event Purchaser brings any claim against Midwest in violation of this Warranty or for claims waived or released under this Warranty, Purchaser agrees to pay Midwest's attorney and paralegal fees and costs to defend such suit.

MODIFICATIONS

Midwest will not be liable for commitments, promises, or agreements made by any employee, agent, or dealer that is not in accordance with this Warranty. Midwest reserves the right to alter Midwest's warranties from time to time, as the laws and Midwest's business needs and industry change. Any conditions or exceptions that may be stated in any communication or document to Midwest from any entity or individual, including but not limited to the Purchaser, shall be of no effect unless specifically agreed to in writing and hand-signed by Midwest's authorized representative.

MISCELLANEOUS

Any legally or otherwise invalid provision hereof will be considered severable, with all remaining provisions enforceable. Midwest has all rights and remedies given to sellers by applicable law, and Midwest's rights and remedies are cumulative and may be exercised from time to time. No waiver by Midwest of any provision of this Warranty will be effective unless in writing, nor will it operate as a novation or waiver of any other provision or affect Midwest's right to exercise thereafter any right or remedy. Midwest will not lose any right because Midwest has not exercised that right in the past.

