

## **REV / Midwest Automotive Designs**

### **Limited and Structural Warranty for Model Year 2020/2021**

**Models to Include: Irok, Patriot, Patriot Cruiser, Legend, Passage, Weekender, Day Cruiser, Luxe Cruiser, Business Class, Signature Series, Athletic series, UT Models, Professional Series**

#### **LIMITED WARRANTY TERMS**

REV / MIDWEST AUTOMOTIVE DESIGNS warrants that its products, listed above, under normal use will be free of manufacturing defects in materials and/or workmanship provided and installed by Midwest Automotive Designs, (Not to include the chassis or any chassis equipment provided by the Chassis OEM) for a period of one (1) year (unlimited miles) from the date of original purchase for the original owner, except as otherwise provided below. For purposes of this warranty, "defect" means a failure of the material or workmanship to conform to the manufacturer's specifications and tolerances. Paint and enamel finishes provided by Midwest are warranted for a period of one (1) year from the date of purchase, except as otherwise provided below. All component parts or options manufactured or supplied by a vendor to MIDWEST AUTOMOTIVE DESIGNS such as, appliances, electronic components, accessories, etc., shall be warranted for a period of one (1) year except where the original equipment manufacturer's warranty for such component is greater than (1) year, in which case, the Vendor Warranty schedule shall apply. A copy of these Limited Warranty Terms, signed and acknowledged by the authorized selling dealer and the Original Purchaser, must be returned by the dealer to MIDWEST AUTOMOTIVE DESIGNS at the above address following purchase of the Coach by Original Purchaser to be registered. Purchaser must notify MIDWEST AUTOMOTIVE DESIGNS within the applicable warranty period of any failure of the vehicle to comply with this warranty. This warranty covers the above listed coaches only.

#### **STRUCTURAL WARRANTY TERMS**

MIDWEST AUTOMOTIVE DESIGNS Structural Warranty covers the main conversion construction consisting of seating, hardwood, interior walls, cabinetry, and flooring, for a period of three (3) years or 36,000 miles, whichever comes first, from the original purchase date to the original owner.

#### **EXCLUSIONS FROM THIS MIDWEST AUTOMOTIVE DESIGNS LIMITED AND STRUCTURAL WARRANTIES**

1. The automotive chassis and chassis system (including the chassis, chassis systems, chassis paint and drive train), tires and batteries, all of which are covered by the separate warranties of the respective manufacturers of these chassis.
2. Components, systems, appliances, electrical equipment, or parts expressly warranted by their respective manufacturer.
3. Defects or performance failures caused by or related to:
  - a. Abuse, misuse, negligence, or accident.
  - b. Failure to comply with instructions contained in the Owner's Information Package or failure to perform other routine maintenance.
  - c. Alteration or modification of the coach or conversion not approved or performed by Midwest.
  - d. Environmental conditions (salt, hail, chemicals in the atmosphere, etc.).
  - e. Normal deterioration due to wear or exposure, such as sealants, fading or discoloration of exterior surfaces or fiberglass, or soft goods, such as fabrics, drapes, upholstery, screen, cushions, mattresses, and carpet wear.
  - f. Coaches on which the odometer reading has been altered.
  - g. Normal maintenance and service items, such as light bulbs, fuses, sealants, lubricants, etc.
  - h. Appearance imperfections, dulling, yellowing, chalking, flaking, peeling or fading of paint, defacing, dents, scratches, chips on any surface or fabric, graphics, exterior materials, or upholstery that may have occurred prior to the Start Date and are normally corrected during the delivery inspection process at the manufacturing plant or at the dealership.

- i. The cost of transportation in connection with warranty claims, including but not limited to reimbursement for mileage or expenses incurred traveling to or from such repair or replacement locations.
- j. MIDWEST AUTOMOTIVE DESIGNS shall not be liable for any incidental or consequential damages, including but not limited to any claims for property damage, loss of use, loss of value, loss of income, loss of time, inconvenience, commercial loss, bus fares, vehicle rental, fuel costs, incidental charges such as telephone calls, or hotel bills, or legal fees or expenses.
- k. Pre-mature deterioration and accelerated wear and tear on coaches used for full-time living accommodations.
- l. Coaches used for commercial or business purposes.
- m. Coaches that are not originally sold by an authorized MIDWEST AUTOMOTIVE DESIGNS dealership, including but not limited to Coaches, sold at auction, wholesale, repossession, salvaged or sold in an otherwise distressed condition.
- n. Motor coaches sold or used outside of the United States or Canada.
- o. Items that are working as designed but that you are unhappy with.
- p. Service work performed by a dealer which is generally covered by the dealer's own service warranty.
- q. Any service performed without prior notification and authorization for the service to be performed.

MIDWEST AUTOMOTIVE DESIGNS reserve the right to make changes in design or improvements to its products or parts without obligation to make or install such changes in any previously built product.

MIDWEST AUTOMOTIVE DESIGNS sole obligation under this Warranty is limited to repairing or replacing original factory equipment parts with equal value and like items, at MIDWEST AUTOMOTIVE DESIGNS options, any component, part or parts thereof which are determined by MIDWEST AUTOMOTIVE DESIGNS to be defective as a direct result from MIDWEST AUTOMOTIVE DESIGNS defective material or workmanship. Any MIDWEST AUTOMOTIVE DESIGNS products found to have defective material and/or workmanship must be serviced or repaired by an authorized MIDWEST AUTOMOTIVE DESIGNS factory representative or by a service facility which has agreed to perform the repairs with the MIDWEST AUTOMOTIVE DESIGNS Warranty Department. All warranty claims must be authorized in writing by MIDWEST AUTOMOTIVE DESIGNS Warranty Department, prior to any expenses being incurred relating to such possible warranty claims.

To the extent Vendor Warranties are made available to the original purchaser by the Vendors to cover any defective component, part, or condition in a Coach, MIDWEST AUTOMOTIVE DESIGNS shall use reasonable efforts to provide sufficient information to the original purchaser to enable the original purchaser to obtain direct Vendor Warranty coverage or assistance from the applicable Vendor. However, MIDWEST AUTOMOTIVE DESIGNS does not give any warranty, either expressed or implied that any components, parts, or accessories provided by Vendors will be subject to, or meet the conditions of, any Vendor Warranties with respect to such components, parts, or accessories.

After these Limited and Structural terms expire, all liabilities transfer to the retail owner. Repairs made under this MIDWEST AUTOMOTIVE DESIGNS warranty do not constitute an extension of the original warranty period for the vehicle, or for any specific component, or part to the extent that any provision of this MIDWEST AUTOMOTIVE DESIGNS warranty contravenes the law of any jurisdiction. Such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected. The purchaser's exclusive remedy for breach of the MIDWEST AUTOMOTIVE DESIGNS warranty shall be set forth herein. Any action for breach of this warranty must be commenced within the periods stated herein. MIDWEST AUTOMOTIVE DESIGNS neither assumes, nor authorizes any other person to assume for it any other liability whatsoever in connection with its product.

## **LEGAL REMEDIES AND DISPUTE RESOLUTION**

Any claim or controversy arising out of or relating to this limited warranty, or beach thereof, shall be settled by arbitration administered by the American Arbitration Association in Milwaukee, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Indiana shall be applied in any arbitration proceedings, without regard to principles of conflict of law. Each party shall bear its own costs, fees, and expenses of arbitration. The arbitrator(s) determination and the basis for that determination shall be in writing and shall include an



explanation of the basis for the determination. The determination of the arbitrator(s) shall be final and binding and judgment upon such determination may be entered in any court having jurisdiction. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, or senior management personnel.

MIDWEST AUTOMOTIVE DESIGNS makes no warranties other than those expressly granted in this warranty. This MIDWEST AUTOMOTIVE DESIGNS warranty gives you specific legal rights, and you may also have other rights which vary from State to State. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any warranty which may arise as a matter of law is limited in duration to the period of the written warranty.

The undersigned dealer, by signing this Warranty, states that such dealer has informed and explained to purchaser all warranty and claim procedures in addition to the optional arbitration provision.

By signing this MIDWEST AUTOMOTIVE DESIGNS warranty form and optional Arbitration Agreement, the purchaser acknowledges that he has read the above MIDWEST AUTOMOTIVE DESIGNS warranty and optional Arbitration Agreement and agrees that, should any warranty claims or otherwise made by purchaser; purchaser will follow the procedures as herein set forth.

*Please print clearly. All information **MUST** be completed for warranty purposes.*

**BY SIGNING BELOW PURCHASER ACKNOWLEDGES AND FULLY ACCEPTS THE OPTIONAL ARBITRATION PROVISION**

DEALER \_\_\_\_\_  
(PLEASE PRINT)

PURCHASER \_\_\_\_\_  
(PLEASE PRINT)

Dealer Signature \_\_\_\_\_

Purchaser \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Dealer Telephone \_\_\_\_\_

Mailing Address \_\_\_\_\_

Starting Mileage \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Coach covered by this Warranty: \_\_\_\_\_

Purchaser Telephone \_\_\_\_\_

Production Number \_\_\_\_\_ Model \_\_\_\_\_

V.I.N. \_\_\_\_\_

Form W-1 Coach

WHITE – Original Copy, to be mailed to MIDWEST AUTOMOTIVE DESIGNS

YELLOW – Dealer Copy

PINK – Customer Copy