



3400 Reedy Dr., Elkhart, IN 46514
574-970-0848

Nexus RVS LLC Structural and Lamination Limited Warranty

This Structural and Lamination Limited Warranty Covers:

1. Only the first retail owner, if purchased from an authorized dealer for 12 months from date of purchase or up to 15,000 miles on the odometer whichever occurs first.
2. Only the structure of the New motorhome and laminated sidewalls as defined under the section "What is covered."
3. Only defects in workmanship performed and/or materials used to assemble the structure of your motorhome and the laminated sidewalls. "Defects" means failure of the workmanship performed and/or materials used to conform the motorhome's structure or laminated sidewalls to Nexus RVS' design and manufacturing tolerances.

When you request and accept the performance of warranty repairs under the terms of this Limited Warranty, you are accepting all terms of this Limited Warranty, including by way of example, warranty limitations and disclaimers, the forum selection clause and the clause reducing the time period when suit must be filed for breach.

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES

UNLESS PROHIBITED BY LAW, THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, WHICH ARISES BY OPERATION OF STATE LAW, IS LIMITED:

1. TO THE DURATION OF THE STRUCTURAL AND LAMINATION LIMITED WARRANTY;
2. IN SCOPE OF COVERAGE TO THE STRUCTURE AND LAMINATED SIDEWALLS OF YOUR MOTORHOME;
3. DEFECTS EXISTING AT THE TIME OF SALE THAT SURFACED WITHIN THE DURATION OF THE IMPLIED WARRANTY AND MERCHANTABILITY, AND;
4. DEFECTS DISCOVERED AND REPORTED WITHIN THE DURATION OF THE LIMITED STRUCTURAL AND LAMINATION WARRANTY.

THERE IS NO EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY ON THOSE PORTIONS EXCLUDED FROM COVERAGE. NOTWITHSTANDING THE ABOVE PROVISIONS, NEXUS RV EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, WHERE THE MOTORHOME IS SOLD IN CANADA.

There is no warranty of any nature made by Nexus RV beyond that contained in the 12-month/15000 Limited Warranty and this structural and lamination Limited Warranty. No person has authority to enlarge, amend or modify this Structural and Lamination Limited Warranty. The dealer is not Nexus RV's agent. Nexus RV is not responsible for any undertaking, representation of warranty made by any dealer or other beyond those expressly set forth within this structural and lamination Limited Warranty.

Disclaimer of Consequential and Incidental Damages

You, as the first retail buyer of the motorhome shall not be entitled to recover from Nexus RV any consequential or incidental damages resulting from any defect in the motorhome, including fuel and transportation expenses to deliver the product to the servicing dealer, hotel rooms, lost wages, depreciation, and moisture damage such as mold and mildew, as well as rust and corrosion. The exclusion of consequential and incidental damages is not dependent upon warranty repairs successfully curing any defect; the exclusion of consequential and incidental damages survives any failure of the structural and lamination Limited Warranty remedies fulfilling their purpose.

Some states do not allow exclusion or limitation of consequential or incidental damages.

What is covered?

This structural and lamination Limited Warranty covers only the steel frame structure of the sidewalls (excluding slideouts), roof, rear wall, and floor AND the exterior laminated surfaces of the sidewalls (excluding slideouts), roof, rear wall, and floor.

Structural Coverage: This warranty covers only defects in the materials and construction, including welds, of the frame structure exterior walls (excluding slideouts), roof and floor. Coverage excludes damage caused by water intrusion, corrosion, damage due to road hazards, accidents, and other intentional or unintentional blunt forces.

The structural Limited Warranty coverage ends twelve (12) years after the first retail owner takes delivery of the motorhome from an authorized dealership OR after the first 100,000 miles of use, whichever comes first and is not transferrable to any other person or entity. Delivery occurs when the retail owner takes physical possession of the motorhome or has alterations done to it, whichever occurs first. **ANY ACTION FOR BREACH OF THIS TWELVE (12) YEAR OR 100,000 MILE STRUCTURAL LIMITED WARRANTY OR ANY IMPLIED WARRANTIES OR FOR REVOCATION OF ACCEPTANCE COVERING THE STRUCTURE MUST BE COMMENCED NOT MORE THAN 30 DAYS AFTER THE STRUCTURAL LIMITED WARRANTY ENDS.**

Lamination Coverage: This warranty covers only material and construction defects of the exterior laminated surfaces, including sidewalls (excluding slideouts), roof, rear wall and floor, which consist of a fiberglass and resin material, gelcoating, along with a non-wood or other substrate. This limited warranty does NOT cover the roof or floor surface material, and/or material construction (vinyl, carpet, tile, rubberized or other synthetic floor coverings). Coverage excludes damage caused by water intrusion, corrosion, damage due to road hazards accidents, and other intentional or unintentional blunt forces.

The lamination Limited Warranty coverage ends six (6) years after the first retail owner takes delivery of the motorhome from an authorized dealership OR after 50,000 and is not transferrable from the first owner to any other person or entity. **ANY ACTION FOR BREACH OF THIS SIX (6) YEAR OR 50,000 MILE LAMINATION LIMITED WARRANTY MUST BE COMMENCED NOT MORE THAN THIRTY (30) DAYS AFTER THE LAMINATION LIMITED WARRANTY ENDS.**

REQUIREMENTS TO RETAIN WARRANTY COVERAGE

To retain warranty coverage under the structural and/or Lamination Limited Warranty, **ANNUAL INSPECTIONS by an authorized RV dealer or RV repair service, approved by Nexus RV, are required.**

Proof of annual inspections must be retained by the owner of the motorhome and presented to Nexus RV as a condition for warranty coverage. Inspections must be completed on or before the first anniversary of the motorhome purchase by the retail customer and continue annually thereafter on or before successive anniversaries of the original purchase.

If the motorhome is not of the current or prior model year when the retail customer takes delivery of the motorhome OR the motorhome has been registered in a business name or used for any commercial or business purposes other than for rental purposes, the Structural and Lamination Limited Warranty, and any implied warranty arising by operation of law, ends ninety (90) days after the retail purchase takes delivery of the motorhome or after the odometer reaches 5,000 miles, whichever occurs first. If the retail owner(s) has filed a federal, state, or provincial tax form claiming any business tax benefit related to the motorhome, it will conclusively presume the motorhome was used for commercial and/or business purposes. **ANY ACTION FOR BREACH OF THIS NINETY (90) DAY STRUCTURAL AND LAMINATION LIMITED WARRANTY OR ANY IMPLIED WARRANTIES OR FOR REVOCATION OF ACCEPTANCE COVERING THE STRUCTURE AND LAMINATED SIDEWALLS MUST BE COMMENCED NOT MORE THAN 1-YEAR AFTER THE 90 DAY WARRANTY ENDS.**

Events that Discharge Nexus RV Coach's Obligation Under Warranty

Any motorhome used for rental purposes or sold or registered outside the United States or Canada; transfer of the Limited Warranty beyond the original owner; misuse or neglect, accidents, unauthorized alterations, failure to provide reasonable and necessary annual inspections or maintenance (See Owner's manual), damage caused by off road use, collision, fire, theft, vandalism, explosion, overloading in excess of rated capacities, and odometer tampering discharges Nexus RV from any express or implied warranty obligation.

Legal Remedy

EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO ALLEGED BREACH OF EXPRESS WARRANTY AND BREACH OF IMPLIED WARRANTIES ARISING BY OPERATION OF LAW AS WELL AS THOSE RELATING TO REPRESENTATIONS OF ANY NATURE MUST BE FILED IN A STATE OR FEDERAL COURT WITHIN THE STATE OF MANUFACTURE, WHICH IS INDIANA. ALSO, THIS STRUCTURAL AND LAMINATION LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. ANY AND ALL CLAIMS, CONTROVERSIES AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS STRUCTURAL AND LAMINATION LIMITED WARRANTY, WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA, INCLUDING ITS STATUTE OF LIMITATIONS, WITHOUT GIVING EFFECT TO ANY CONFLICT-OF-LAW RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

Repair Remedy

Nexus RV's sole and exclusive obligation is to repair any covered defects discovered within the warranty coverage period if:

1. Within ten (10) days of your discovery of a defect you notify Nexus RV or an authorized dealership of the defect;
2. **AND** you deliver your motorhome to Nexus RV or an authorized dealership (at your expense), provided, however that at Nexus RV's election it may require you to deliver the motorhome to its facilities in Indiana or to another authorized service center or dealership for certain repairs.

Back-Up Remedy

If the primary repair remedy fails to successfully cure any defect after a reasonable number of repair attempts, your sole and exclusive remedy shall be to have Nexus RV pay an independent service shop of

your choice to perform repairs to the defect OR if the defect is incurable, have Nexus RV pay diminished value damages.

The repair remedy and the back-up remedy MUST be exhausted AND these remedies must fail to fulfill their essential purpose before you can seek other legal or equitable remedies for breach of this express warranty or for breach of any implied warranty. If diminished value damage is sought by you, both you and Nexus RV (or the person providing the diminished value opinion) MUST, with specifically, disclose to the judge or jury how the diminished value figure was arrived at so the accuracy can be verified through replication. If the diminished value figure cannot be verified through replication you and Nexus RV agree that the diminished value opinion will not be used to determine the remedy for breach of warranty.

THIS STRUCTURAL AND LAMINATION LIMITED WARRANTY IS NOT A WARRANTY THAT PROMISES OR EXTENDS TO FUTURE PERFORMANCE BECAUSE THE WARRANTY DOES NOT MAKE A REPRESENTATION ON HOW YOUR MOTORHOME WILL PERFORM IN THE FUTURE BUT INSTEAD REPRESENTS ONLY WHAT THE REMEDY WILL BE IF A DEFECT EXISTS.

All Documents Need to be Scanned and Returned via Email to
warrantyregistration@nexusrv.com