

SPECIALTY VEHICLES

1541 Reynolds Rd. Charlotte, MI 48813 | P:517.543.6400

# Custom Motorhome Chassis Limited Warranty

#### What This Limited Warranty Covers

This limited warranty covers repair or replacement, at the sole option of Spartan Motors USA, Inc. (hereinafter Spartan), of any part of your new Spartan chassis (hereinafter Covered Parts, as further described below) in which a nonconformity in materials or workmanship appears during normal use, maintenance or service within the limited warranty period, subject to the limitations and exclusions described below in "What This Limited Warranty Does Not Cover". REPAIR OR REPLACEMENT OF COVERED PARTS BY A SPARTAN AUTHORIZED SERVICE CENTER IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. SPARTAN WILL NOT REPLACE THE MOTORHOME OR REPURCHASE THE

MOTORHOME FROM YOU. The repair or replacement of a Covered Part does not extend the life of the limited warranty except where state or provincial law otherwise provides for an extension during the time that the Covered Part is being repaired or replaced under this limited warranty.

COVERED PARTS are limited to chassis systems and components installed by Spartan, including, but not limited to, the driveline, cooling system, suspension, air system and structural systems (frame rails and cross members), and hydraulic system components used in the steering and cooling systems (e.g. pump, filter, reservoir, hoses, hydraulic motor, steering gear, oil cooler). This limited warranty does not cover hydraulic system components used for other systems (e.g. leveling jack system, room slide-out system, generator slide out system, compartment door actuator system). This limited warranty excludes the engine and transmission or any parts or components added to the chassis by another party. In addition to this Spartan limited warranty, original component manufacturers may provide their own separate warranties. Purchasers should check each original component manufacturer warranty regarding its coverage. This limited warranty is valid only in the United States and Canada. Coverage under this warranty is not subject to proration or deductibles.

### How Long the Limited Warranty Lasts

The original limited warranty is in effect for a period of **60 months** from the first retail owner's date of purchase, regardless of subsequent ownership, or until an odometer reading of **75,000 actual miles** (or 120,700 actual kilometers), whichever occurs first. Certain engine emission components, installed by Spartan and not covered under the engine manufacturer warranty, have a warranty term of 5 years or 100,000 miles (or 162,000 actual kilometers), whichever comes first. This limited warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined.

In addition, this limited warranty is in effect for the chassis frame for the **lifetime** of the vehicle. For purposes of the lifetime frame warranty, a lifetime is **20 years** from the first retail owner's date of purchase, regardless of subsequent ownership. The frame includes only the frame rails and cross members (ladder assembly), and does not include brackets and hardware attached to the frame, such as the fuel tank mounting, generator slide assembly, or hitch.

#### Who is Covered

This limited warranty covers the owner of a vehicle equipped with a **2020** model year Spartan chassis. The limited warranty may be transferred to subsequent owners during the warranty period by submitting to Spartan a new Spartan "Chassis Limited Warranty Registration" form (see "How to Obtain the Limited Warranty" below). THIS LIMITED WARRANTY IS NULL AND VOID IF THE VEHICLE HAS BEEN LEASED OR RENTED FOR COMPENSATION TO ANOTHER INDIVIDUAL OR ENTITY. THIS LIMITED WARRANTY DOES NOT COVER A CHASSIS THAT HAS BEEN SOLD BY AN OWNER OTHER THAN SPARTAN BEFORE IT BECOMES A COMPONENT IN A COMPLETE VEHICLE.

#### What This Limited Warranty Does Not Cover

The exclusive remedy under this limited warranty or under any implied warranty that arises under state or provincial law is repair or replacement of any Covered Part in which a non-conformity in materials or workmanship appears during normal use, maintenance or service within the limited warranty period, subject to the following exclusions.

<u>LIMITATION OF DAMAGES</u>: Spartan shall not be liable for incidental, consequential, direct, indirect, or other damages (such as, but not limited to, lost wages, loss of use, diminution in value, lost profits, lost opportunities, alternative transportation, inconvenience, cost of lodging, or lost vehicle rental expenses) that result from breach of the written warranty or any implied warranty.

<u>LIMITATION OF IMPLIED WARRANTIES</u>: This limited warranty is in lieu of and in exclusion of any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Any implied warranties that arise under applicable state or provincial law notwithstanding the foregoing, including any implied warranty of merchantability or fitness for a particular purpose, are limited in duration to the term of this limited warranty and are limited in scope of coverage to those portions of the chassis covered by this limited warranty.

## ITEMS NOT COVERED BY THIS LIMITED WARRANTY INCLUDE THE FOLLOWING:

#### By way of example only, this limited warranty does not cover any of the following:

- The engine and transmission; however, the engine and transmission may be covered by warranties issued to you by the engine and transmission manufacturers. We will gladly help you arrange for service under those separate third party warranties. (See "How to Get Service".)
- Normal maintenance such as lubrication, batteries, tires, filter and oil replacement, belts and hoses, brake lining and adjustment and vehicle alignments.
- Normal wear parts, such as electrical accessories, fuses, relays, flashers, etc.
- Damage caused by improper maintenance or use including, but not limited to, failure to follow the required or recommended maintenance schedule, failure to maintain operating parameters (e.g. tire pressure, fluid and lubricant levels, chassis ride height and alignment) and failure to follow operating instructions.
- When used for rental or other commercial purposes (Note: It shall be concluded that the motorhome chassis has been used for commercial and/or business purposes if the owner or user files a tax form claiming any business or commercial tax benefit related to the motorhome, or if the motorhome is purchased, registered or titled in a business name).
- > Additions or accessories not originally installed by Spartan and any problems resulting from such additions or accessories.
- Installation of any "aftermarket" devices, or the modification of any existing system or component originally installed by Spartan without Spartan's prior express written approval and any problems resulting from such installation or modification.
- Damage caused by, but not limited to, misuse, carelessness, abuse or neglect (e.g. overloading, driving over curbs or exposure to corrosive or flooded environments.)
- > Damage that arises outside of normal use.
- For any issue on a vehicle that has been substantially damaged, deemed a total loss by an insurance company or branded as salvage, whether or not reflected on the vehicle title.
- > Damage caused by, but not limited to, collision, fire, theft, vandalism, weather, freezing, flooding, acts of God, or other casualties.
- > Damage or defects with respect to Covered Parts in a vehicle that is leased or rented to another party for compensation.
- Chassis frame and structure if the frame is altered by welding, cutting or splicing, or improper drilling of rail flanges without Spartan's prior written approval.
- > Chassis systems and components damaged as a result of corrosion, including, but not limited to, salt and/or acidic exposure.
- > Covered Parts that have been sold by an owner other than Spartan before the Covered Parts become a complete vehicle.
- Roadside assistance or towing

## **Third Party Representations**

Spartan does not authorize any person to create for Spartan any other obligations or liability in connection with its chassis, and Spartan is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this limited warranty.

#### How to Obtain the Limited Warranty

The original retail purchaser is responsible for submitting, or having the vehicle dealer submit, a completed Spartan "Chassis Limited Warranty Registration" form to Spartan within 30 days of the date of delivery. This form is located on the Spartan Motors CD or USB flash drive supplied with your vehicle, or may be completed on-line at <u>www.spartanmotors.com/service-support/rv-chassis</u>. THIS LIMITED WARRANTY IS NOT VALID IF THE CHASSIS LIMITED WARRANTY REGISTRATION FORM IS NOT SENT TO SPARTAN WITHIN 30 DAYS AFTER THE DATE OF DELIVERY TO THE FIRST END USER OR ANY SUBSEQUENT OWNER.

#### How to Get Service

To obtain warranty service for your Spartan chassis, call toll free 7 days a week 1-800-543-4277. Our customer service technicians can help answer questions regarding our products and services, provide information about warranty coverage and maintenance issues, help you arrange for service under other manufacturer warranties and locate Spartan authorized service centers in your area. To find a current list of Spartan authorized service centers on-line, go to <u>www.spartanmotors.com/service-support/rv-chassis</u>. In addition, you may also access important information by searching for, and downloading the Spartan Connected Care app on your mobile device. When you call, please have the following information available so that we may expedite your service:

- Your Spartan VIN (Vehicle Identification Number)
- > The current actual mileage

ALL LIMITED WARRANTY WORK AND TOWING MUST BE AUTHORIZED BY SPARTAN BEFORE REPAIRS ARE MADE OR TOWING SERVICE IS <u>PERFORMED</u>. NO WARRANTY CLAIM WILL BE PROCESSED OR PAID WITHOUT PROOF OF ACTUAL MILEAGE AND EVIDENCE OF PREAUTHORIZATION OF PROPOSED CHARGES.

## **Arbitration Provision**

Any claim or controversy arising out of, or relating to this limited warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in the State of Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and/or the Convention on Recognition and Enforcement of Foreign Arbitral Awards, as applicable. The determination of the arbitrator(s) 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.

#### How State or Provincial Law Applies

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. In addition, some states and/or provinces will not enforce one or more of the limitations in this document, so one or more of the limitations may not apply to you. To the extent any provision in this Limited Warranty is voided due to application of state or provincial law, the remaining parts of this Limited Warranty will remain in effect.