



## **Limited Warranty**

Collins Bus Corporation (Collins) warrants each new bus body to be free from defects in material and workmanship under normal use and service within the expressed time and mileage limits set forth herein.

1. **What is Covered by this Warranty?** Collins warrants to the original purchaser only, that the bus that is the subject of this sale and all other original components manufactured by Collins are free from defects in material and workmanship. The duration of warranties offered here in are as follows:
  - A. For a period of five (5) years from the date of delivery or 100,000 miles, whichever occurs first, Collins warrants the:
    - a. Body shell (including structural metal components welded or riveted together forming the floor, side walls, roof, front or end caps) to be free from defects in structural integrity, including rust-through.
    - b. School bus seat frames and barrier frames to be free from defects in structural integrity.
  - B. For a period of two (2) years from the date of delivery or 24,000 miles, whichever occurs first, Collins warrants all other components manufactured by Collins.
  - C. For a period of one (1) year from the date of delivery or 12,000 miles, whichever occurs first, Collins warrants all other components not covered by A and B above, except for the chassis, the wheelchair lift (if applicable), and the air conditioner system which are warranted by their manufacturers with copies of said warranties supplied with each new bus.

If the purchaser discovers within any of the applicable periods a defect in material or workmanship, they must notify Collins promptly in writing. In no event shall such notification be received by Collins later than one (1) month after the applicable warranty period or one month after the applicable mileage, whichever comes first. Within a reasonable time such notification; Collins will correct any defect in material or workmanship with either new or used replacement parts, at Collins' option. Such repair, including both parts and labor, is a Collins' expense. All warranty work is subject to the designated service center will be at the purchaser's expense and is not included as a cost of repair covered by this warranty. These remedies are the purchaser's exclusive remedies for breach of warranty.

2. **What is Not Covered by this Warranty?** Collins does not warrant (a) any product, components or parts not manufactured by Collins, including but not limited to the chassis or any chassis part, (b) damage caused by use of the bus body for purposes other than those for which it was designed, (c) damage caused by accident or the negligence of the purchaser or any third party or by disasters such as fire, flood, wind, and lightning, (d) damage caused by the purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines, (e) filters, belts or other parts which are a part of normal maintenance replacement, (f) damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations, (h) damage caused by replacement of original parts or components with unauthorized substitutes, (i) damage during shipment, or (j) any other abuse or misuse by the purchaser (k) damage caused by exposure to contaminants, corrosives, salt, chemicals, irradiation or environmental or atmospheric conditions, (l) tires carry only the warranty of their manufacturer. Collins makes no warranty whatsoever concerning tires.
3. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. **Limitation of Remedies.** In no case shall Collins be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the bus body or any associated equipment, cost of capital, cost of any substitute bus body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for the breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.
5. **Warranty Claim Procedure.** The Purchaser must notify Collins in writing of a warranty claim prior to any warranty work. Collins will provide the purchaser with further instructions on how to proceed with such a warranty claim. Any notice of a warranty claim and all other warranty correspondence must be sent to Collins Bus Corporation, P.O. Box 2946, Hutchinson, KS 67504-2946. Collins may designate new or additional addresses.
6. **Time Limit for Bringing Suit.** Any action for breach warranty must be commenced within 15 months following delivery of the vehicle or within the first three (3) months following the first 12,000 miles, whichever comes first.
7. **No Other Warranties.** Unless modified in writing and signed by both parties, this agreement is understood to be the complete and exclusive agreement between parties, superseding all the prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of this bus body) relating to the subject matter of this agreement. No employee of Collins or any other party is authorized to make any warranty in addition to those made in this agreement.
8. **Warranty Registration.** This warranty is conditioned upon receipt by Collins of a completed and signed customer acceptance card within two weeks of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to Collins within the two weeks following delivery. The customer acceptance card must be on file for any warranty claim to be considered.



## **LIMITED LIFETIME PAINT WARRANTY**

**1. What is Covered By This Warranty?** Collins Bus Corporation (CBC) warrants, to the original purchaser only, that the bus body that is the subject of this sale is effectively painted and free from coating defects in material and workmanship and further warrants that the bus body will remain free of paint defects. The duration of the warranty is for the life of the vehicle, limited however to the original purchaser commencing with the date the bus is painted by CBC. The obligation of CBC is to provide paint material and application labor according to this schedule:

- (I) Material for life of vehicle
- (II) Cost of repair labor covered in full during the first three years of the vehicle's life
- (III) 50% of the cost of repair labor in year four of the vehicle's life
- (IV) 25% of the cost of repair labor in year five of the vehicle's life

The warranty provided herein shall cover and extend to the following properties of the paint system:

- (A) Loss of adhesion of the paint system resulting in rust (less than rust grade 5, ASTM D 610-85)
- (B) Cracking of the paint system (as set forth in ASTM D 661-86)
- (C) Loss of adhesion of any element of the paint system resulting in appearance below standards set out in ASTM D 1654-79A
- (D) Fading or loss of gloss below standards set out in ASTM D 659-86, value number 4 or lower

If within the warranty period, purchaser discovers a defect in material or workmanship, it must promptly notify CBC in writing. In no event shall CBC be obligated to accept such notification unless it is received by CBC not later than one month following the expiration of the warranty period. Within a reasonable time after such notification, CBC will correct any defect in material or workmanship. Such repair, including both paint materials and labor, is at CBC's expense according to the schedule listed. All warranty work is subject to CBC's or its agent's prior examination and approval and will be performed by CBC or its agents at service centers designated by CBC or its paint vendor. All transportation to and from the designated service center will be at the purchaser's expense and is not included as a cost of repair covered by this warranty. These remedies are the purchaser's exclusive remedies for breach of warranty.

**2. What is Not Covered By This Warranty?** CBC does not warrant (a) the exterior finish on trim or any fiberglass components, including but not limited to hardware moldings, windows, mirrors, lights and other appointments and accessories, (b) any product finishes, component finishes or finishes of parts not manufactured by CBC including the chassis, (c) damage caused by use of the bus body for purposes other than those for which it was designed, (d) damage caused by accident or the negligence of the purchaser or any third party or by disasters such as fire, flood, wind, lightning, acid rain, and industrial fallout, (e) damage caused by the purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines, (f) damage caused by unauthorized or improper installation of attachments, repair, modifications or alterations, (g) damage caused by replacement of original parts or components with unauthorized substitutes, (h) damage during shipment (i) damage caused by abrasion or external foreign objects, (j) decals, stickers, name plates, pin stripes, or damage caused by application or removal of the same, (k) damage resulting from dissimilar metal contact corrosion, or crevice corrosion, (l) and other abuse or misuse by the purchaser, (m) damage caused by exposure to contaminants, corrosives, salt, chemicals, irradiation or environmental or atmospheric conditions

**3. Disclaimer of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**4. Limitation of Remedies.** In no case shall CBC be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the coach body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such states, the limits in this paragraph and in paragraph (3) may not apply.

**5. Warranty Claim Procedure.** The purchaser must notify CBC in writing of a warranty claim prior to any warranty work. CBC will provide the purchaser with further instructions on how to proceed with such warranty claim. Any notice of a warranty claim and all other warranty correspondence must be sent to Collins Bus Corporation, P.O. Box 2946, Hutchinson, Kansas 67504-2946. CBC may designate new or additional addresses.

**6. Time Limit for Bringing Suit.** Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

**7. No Other Warranties.** Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of this coach body) relating to the subject matter of this agreement. No employee of CBC or any other party is authorized to make any warranty in addition to those made in this agreement.

**8. Warranty Registration.** This warranty is conditioned upon receipt by CBC of a completed and signed customer acceptance card within two weeks of delivery. It is the obligation of the purchaser to sign the customer acceptance card and return it to CBC within the two weeks following delivery. The customer acceptance card must be on file for any warranty claim to be considered.