

EMBASSY SPECIALTY VEHICLES LLC

Limited Warranty Terms and Conditions

Limited Warranty. Embassy Specialty Vehicles LLC, ("Company") provides that any bus ("Vehicle") purchased from the Company or an authorized Company dealer ("Dealer") at the point of original sale, shall be free from defects in the material and/or the workmanship provided by Company during normal use and proper service ("Limited Warranty"). This Limited Warranty is extended to the original retail purchaser ("Purchaser") for defects reported to the Company until the earlier of (a) the date that is five (5) years from the date of purchase of the Vehicle, or (b) 100,000 miles (the "Warranty Period");

Warranty Process; Basis of Warranty. The Warranty Period for the Vehicle shall commence on the date the Vehicle is purchased. Purchaser must register the Vehicle at the time of original purchase with the Dealer. Only registered Vehicles will be eligible for coverage under this Limited Warranty. In the event that the Vehicle appears to have defects in materials and/or workmanship during normal use and proper service, Purchaser shall give written notice of the defect, reasonably described, to a Dealer, or, if a Dealer is not available, then to Company, within fourteen (14) days of discovery of the defect within the Warranty Period. All notices to Company shall be sent via certified mail to Company's address at 2104 Aeroplex Dr, Suite 101, Elkhart, Indiana 46514. Notices to Dealers shall be sent via certified mail to the mailing address provided by such Dealer. An authorized agent of Company shall inspect the Vehicle to determine eligibility for repair or replacement under the terms of this Limited Warranty. The authorized agent shall submit a claim to the Company to confirm that any defects in the Vehicle are covered under this Limited Warranty (a "Defect Claim"). Upon the Company's determination that defects in the Vehicle are covered by the terms of this Limited Warranty, the Purchaser's recovery shall be in the form of repair or replacement of the defective Vehicle, at the Company's discretion.

Non-Transferable. This Limited Warranty applies only to the Purchaser and is not transferable to any subsequent purchaser, person or entity without the prior written approval of the Company.

EXCLUSIONS. Specifically EXCLUDED from this Limited Warranty are:

- Damages resulting from the installation or use of parts or accessories not approved by the Company, including but not limited to subsequent failures of the Vehicle or other parts or components due to the installation and/or use of these parts.
- Routine maintenance items, normal wear and tear, exposure to weather elements, cosmetic deterioration (such as paint chipping or scratching) or light bulbs and fuses.
- Damages to or deterioration of a Vehicle resulting from inadequate maintenance, neglect, abuse, accident or collision.
- Warranty repairs made by anyone other than Dealer, Company or other authorized and qualified agent or designee of Company.
- Damages or loss resulting from acts of nature, vandalism, theft, war or other events over which the Company has no control.
- Any and all expenses incurred in transporting the Vehicle to and from Dealer, Company, or other authorized agent or designee of the Company for warranty service or in performing field warranty service; and any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.
- The chassis of the Vehicle, including but not limited to the frame, powertrain and axles, which is warranted by its manufacturer and is administered separately from this Limited Warranty.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF THE COMPANY IF THE VEHICLE:

- Shows indications that routine maintenance was not performed per the Vehicle's Owner's Manual; or
- Shows indications it has been altered or modified in any way from the Company specifications.

Use of Non-Approved Parts and Accessories. This Limited Warranty is void with respect to any damage arising from or related to parts or accessories not manufactured or authorized by the Company, or which were not installed by the Company, its Dealers or distributors, including but not limited to GPS systems, cooling and heating systems, communication systems, information systems, or other parts and accessories.

Remedy. Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle during the applicable Warranty Period is that the Company will, at its sole option, repair or replace any defective parts. If the Company elects to repair or replace a defective part, the Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

Disclaimer. *Except for the Limited Warranty, the Company makes no warranty whatsoever with respect to the Vehicle, including (a) any warranty of merchantability, or (b) warranty of fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.*

Liability Limitations. In no case shall the Company be liable for indirect, incidental, special, punitive or consequential damages, including but not limited to death, personal injury or property damage arising from or related to any alleged failure in a Vehicle, or any damage or loss to the Purchaser or any third party for lost time, inconvenience or any economic loss, whether or not the Company was apprised of the foreseeability of such damages or losses. The Company shall not be liable for breach of any warranty unless: (i) Purchaser gives written notice of the defect, reasonably described, to the Company or a Dealer at the address set forth above within fourteen (14) days of the time when Purchaser discovers or should have discovered the defect; (ii) the Company is given a reasonable opportunity after receiving the notice to examine (or have its agents or representatives examine) such defect; and (iii) the Company reasonably verifies that Purchaser's claim that the Vehicle is defective. The Company shall not be liable for a breach of warranty if: (a) Purchaser makes any further use of the Vehicle after providing notice of a defect; (b) the defect arises because Purchaser failed to adhere to the guidelines on use of the Vehicle; or (c) Purchaser alters or repairs the Vehicle without the prior written consent of the Company.

Warning. Any modification or change to the Vehicle which alters the weight distribution or stability of the Vehicle beyond factory specifications, can result in property damage, personal injury or death. Do not make any such modifications or changes. Such modifications or changes will void the Limited Warranty. The Company disclaims responsibility for any such modifications, changes or alterations which would adversely impact the safe operation of the Vehicle.

Other Company Rights.

- The warranty for all vehicles in a fleet shall be voided if data submitted for an individual Vehicle warranty claim contains false or misleading information.
- Prior to approving a warranty claim, the Company, and/or its representatives or authorized agents, may audit and inspect the Purchaser's facility, maintenance records and its Vehicles and may contract with third parties to evaluate the Purchaser's storage facilities.

Authority. No Company employee, Dealer, distributor or representative, or any other person, has any authority to bind the Company beyond the terms of this Limited Warranty without the express written approval of the Company Customer

Service Department.