



WARRANTY COVERAGE

EIDorado National – Axess and E-Z Rider II WARRANTY COVERAGE

STATE OF GEORGIA – STATEWIDE CONTRACT 99999-SPD-0000138 ONLY

Body Coverage

Standard Body Coverage	24 months or 50,000 miles of use, whichever occurs first.
Air Conditioning Coverage	36 months or unlimited miles.
Body Structure Coverage	84 months or 200,000 miles of use, whichever occurs first.
Sub-floor/Floor Material	144 months or unlimited miles.
Body Integrity against Corrosion	144 months or unlimited miles.

Chassis Coverage

Basic Chassis Coverage	24 months or 50,000 miles of use, whichever occurs first.
Steering Axle & Drive Axle	60 months or 300,000 miles of use, whichever occurs first.
Chassis Frame & Cross members	144 months or 500,000 miles of use, whichever occurs first.

The Cummins engine and Allison transmission are warranted directly to the first purchaser exclusively by Cummins and Allison. The duration of the limited warranty for the Cummins engine is 24 months and unlimited miles; and, the duration of the Allison transmission is 60 months and unlimited miles.

EIDorado National's sole and exclusive obligation under this limited warranty is to repair any defect in materials or workmanship that is discovered within the warranty coverage term as defined above and reported to EIDorado within ten (10) days of the discovery of the defect. Before any warranty repairs that exceed \$200 in cost are performed, EIDorado National must authorize the repair to be performed. EIDorado agrees to pay an authorized servicing dealership to perform warranty repairs or will perform warranty repairs itself at the factory.

Notice of a defect with the Cummins engine or Allison transmission exclusively covered by Cummins' limited warranty or Allison limited warranty, must be given to Cummins or Allison Transmission as required by their respective limited warranties.

EIDorado's limited warranty extends and covers only to the first retail purchaser. The limited warranty is not transferable.

EIDorado disclaims all implied warranties that arise by operation of law, if any. More specifically, there is no implied warranty of merchantability or implied warranty of fitness for a particular purpose that covers the bus or any components or appliances used to assemble the bus.

Items not covered by Warranty:

This limited warranty does not cover the following:

- (a) Damage or product failure caused by accident;
- (b) Damage or product failure caused by misuse of the bus;
- (c) Damage or product failure caused by the failure to comply with all maintenance requirements or recommendations specified;



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- (d) Damage or product failure caused by alterations or modifications of the bus, including but not limited to, the installation of post manufacture equipment;
- (e) Depreciation;
- (f) Component parts and appliances manufactured and covered by limited warranties issued by the manufacturer of the component part or appliance, including but not limited to the engine, transmission and tires;
- (g) Damage caused by overloading the bus in excess of the Gross Axle Weight Rating (GAWR) or the Gross Vehicle Weight Rating (GVWR);
- (h) Damaged or product failure caused by freezing, flooding, fire or any occurrence that may be termed an "Act of God"; and,
- (i) Corrosion caused by salt, chemicals, or the environmental.

EIDorado National excludes all consequential and incidental damages that may be incurred as a consequence of any defect in the bus or appliance or component used to assemble the bus. This exclusion of consequential and incidental damages is not dependent upon the warranty fulfilling its essential purpose. An example of consequential and incidental damages that are excluded are loss of use of the bus; loss of time; inconvenience; mental distress; fuel, travel, and lodging expense; damage to personal property; and, loss of profits, earnings or revenue.

EIDorado National does not assume responsibility for any undertaking, representation or warranty made by dealers, agents, salesmen, representatives, employees or any other persons that are inconsistent or greater in scope than what is expressly provided for within this limited warranty.

The failure of EIDorado National on any one or more instances to insist upon the performance of any one of the requirements set forth within this warranty shall not be construed as a waiver of any such requirements; rather, the requirements set forth within this limited warranty shall continue and remain in full force and effect the same as if no such failure or waiver had occurred.

Legal Remedies: 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 Milwaukee, Wisconsin in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The laws of the State of Wisconsin 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. Furthermore, any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

END OF LISTING