

Effective on all units delivered to end-user on or after January 1, 2005



A Subsidiary of **FREIGHTLINER** LLC

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## THOMAS BODY LIMITED WARRANTY SCHOOL BUS APPLICATION

Thomas Built Buses, Inc.: (the Company) warrants each new school bus body to be free from defects in material and workmanship under normal use and service within the express time limits set forth herein for its various components.

1. Within five (5) years of the vehicle in service date (unlimited mileage), the Company warrants:
  - A. Basic body structural components including roof, sidewall, cowl, rear and floor structures. This includes deterioration due to rust, when in the Company's judgment such deterioration jeopardizes the structural integrity of the bus body or perforates the exterior sheet metal surfaces.
  - B. Seat frames and barrier frames manufactured by the Company.
2. Within two (2) years of the vehicle in service date (unlimited mileage), the Company warrants all other original components manufactured by the Company.
3. Within one (1) year of the vehicle in service date (unlimited mileage), the Company warrants all original components supplied to the Company by outside vendors such as electric motors, switches, heater cores, air or vacuum operated apparatus, lamp or glass, (but not bulbs). The Company shall use its best efforts to cause all such manufacturers to honor their warranties to the original purchaser, but in any case the Company warrants such components (subject to limitations and exceptions specified herein) for twelve (12) months after delivery to the original purchaser.

The time limitations specified herein shall be governed by the beginning date recorded at the time and place of delivery to the original purchaser.

### **THIS LIMITED WARRANTY SPECIFICALLY DOES NOT EXTEND TO THE FOLLOWING EXCEPTIONS:**

1. Components which have been subjected to misuse, negligence, accident, or road hazard damage.
2. Components or systems which have been altered or modified without the express, prior, written authorization of the Company.
3. Damages resulting from the replacement of original components with substitutions not authorized by the Company.
4. Damages resulting from failure to perform regular preventive maintenance customarily accepted within the industry for similar vehicles.
5. Damages to the paint, finish, or accessories of the bus body caused by corrosive atmospheric or road chemicals.

Notwithstanding the time limitations otherwise specified, bus bodies used in "off highway" applications, such as logging, mining, oil field operations, or on unimproved roads shall be warranted for a maximum of six (6) months after delivery to the original purchaser. This applies to all components and systems incorporated in such bus units.

**THE LIABILITY OF THE COMPANY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT TO THE PURCHASER WITHOUT CHARGE OF THE COMPONENT OR COMPONENTS ACKNOWLEDGED BY THE COMPANY TO BE DEFECTIVE. REPAIR OR REPLACEMENT SHALL BE AT LOCATIONS APPROVED BY THE COMPANY**

**THIS IS THE EXCLUSIVE AND COMPLETE WARRANTY MADE BY THE COMPANY. THE COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. THIS WARRANTY IS ALSO IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE COMPANY.**

**THE LIABILITY OF THE COMPANY UNDER THIS LIMITED WARRANTY DOES NOT EXTEND TO LOSS OF TIME, INCONVENIENCE, LOSS OR USE OF THE VEHICLE (AND LOSS OF PROFITS RESULTING THEREFROM), INJURY TO PERSON, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER.**

**LIMITATION OF CLAIMS:** All claims under this Limited Warranty must be made within the warranty period as stated herein and must be submitted in writing to and processed by an authorized distributor of the Company and approved by the Company Service Department.

If any provision of the Limited Warranty is found to be invalid or unenforceable, that provision only will be voided and all other provisions will remain in full force and effect and valid as binding as between the parties. This Limited Warranty is governed and construed by the location point of sale; Thomas Built Buses, Inc. the Uniform Commercial Code and the laws as in force and effect in the State of North Carolina, United States Of America.

This limited warranty is transferable. When the vehicle title is transferred to a new owner, the warranty coverage will continue from the original in-service date until the end of the original warranty period. Warranty claims will be honored from the new owner only after the "Transfer of Warranty" form, part #TBB 41000301 has been completed and sent to the Warranty Department of Thomas Built Bus, Inc.

Part No. TBB 41000297 - Rev. 05/13/2005

# Thomas Built Buses Warranty (Body) Quick Reference - School

## 1-Year, Unlimited Miles

1. Air/Vacuum Operated Components
2. Dash Panels
3. Door Controls - All
4. Door Locks, Latches
5. Electrical Motors - Heater, Fan Flasher, Other
6. Floor Covering
7. Floor, Plywood
8. Glass (Except Damaged)
9. Heater Cores
10. Lights (Except Bulbs)
11. Mirrors, Brackets
12. Seals - Windows, Doors
13. Seats - Purchased
14. Seat Belts
15. Stanchions
16. Switches - All
17. Visors
18. Vandalock System
19. Warning Devices
20. Windows, Sliding (Purchased)
21. Wiper Motors
22. Wiring
23. Sashes, Windows
24. A/C System
25. Radio

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## 2-Years, Unlimited Miles

1. Battery Box Assembly
2. Bumper
3. Doors, Door Hinges
4. Insulation - Interior
5. Luggage Compartments
6. Luggage Racks
7. Outriggers - Body
8. Seats (Thomas Manufactured)
9. Trim - Interior
10. Storm Sash
11. Paint Adhesion (Pro-rated: 2 years - 100%, 2-3 years - 50%, 3-5 years - 30%)

## 5-Years, Unlimited Miles

1. Basic Body Structural Components
2. Roof Inner & Outer Panels
3. Sidewall Inner & Outer Panels
4. Floor, Including Wheelwells
5. Cowl & Rear Section
6. Pilasters
7. Guard Rails
8. Sheet Metal - Protection - Rust Perforation
9. Seat Frames, Barrier Frames