

Wheeled Coach Industries, Inc., (hereinafter Wheeled Coach) ("Warrantor") warrants to the original retail purchaser only, that the module structure that is the subject of this sale is structurally sound and free from all structural defects in material and workmanship and further warrants the module structure will remain free of structural damage due to rusting caused by electrolysis. The custom module structure limited warranty is in effect for the lifetime of a new vehicle. For the purpose of the lifetime custom module limited warranty, a lifetime is defined by Wheeled Coach as: 15 years from the date of original retail owner's purchase/in-service date from Wheeled Coach or the period of time the ambulance is in continuous front line service with the original retail purchaser. In the event of a module remount this custom module structural warranty shall remain in effect provided the remount work is completed within the defined lifetime period, and remount work is completed by Wheeled Coach or a facility Wheeled Coach authorizes. This limited warranty covers repairs or replacement of any part of your new Wheeled Coach custom module structure (hereinafter Covered Parts) in which a defect in materials or workmanship appears during normal use, maintenance or service within the limited warranty period, subject to the limitations and exclusions. The repair or replacement 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 custom module systems and components such as custom module body, exterior doors, and interior aluminum cabinets. Wheeled Coach will not replace the ambulance or repurchase the ambulance. All warranty service is subject to Wheeled Coach's prior examination and (written) approval and will be performed by Wheeled Coach or at service centers designated by Wheeled Coach. This warranty is valid only in the United States and Canada, and any vehicle sold for use outside of the United States and Canada is sold "AS IS."

#### **WARRANTY PERFORMANCE**

Owner's exclusive remedy under this warranty shall be repair or replacement of defective parts, free of charge to the Owner. Owner shall bear all expenses arising out of or relating to transporting the product to the appropriate Warranty Service Location.

#### **Warranty Exclusions and Limitations**

This Limited Ambulance Warranty **DOES NOT COVER:**

1. All paint, striping, hardware, hinges, latches, moldings, windows, appointments and accessories.
2. Any and all structural defects resulting from any form of accident or operator negligence.
3. Material or parts manufactured by other entities, including but not limited to sealants, hardware, moldings, windows, fenderettes and other appointments and accessories.
4. Damage caused by misuse, neglect, negligence or accident. Usage of this product in a manner, which is inconsistent with design intentions or inconsistent with owner's manual directions, will invalidate this warranty in regard to damage caused by or relating to such inconsistent usage.
5. Damage caused by owner's failure to provide normal maintenance. Failure to follow operating instructions.
6. Damage caused by floods, fire, wind, hail, lightning, any natural disaster, overloading, chemical fallout, industrial contamination, and/or vandalism.
7. Damage caused by replacement or modification of original parts and/or components this includes but is not limited to improper or unauthorized installation of attachments, repairs, modifications or alterations.
8. Damage caused by replacement of original parts or components with unauthorized substitutes.
9. Damage during shipment.
10. Wheeled Coach shall not be liable for incidental, consequential, direct, indirect, or other damages (such as, but not limited to, lost wages, inconvenience, lodging, travel costs, or lost vehicle rental expenses) that result from breach of written warranty or any implied warranty.
11. Damage to a Wheeled Coach vehicle that is leased or rented to a second party.
12. Damage to products that have been improperly installed, altered or modified by any party other than Warrantor.
13. General tightening, lubrication of latches, catches, and electrical components.
14. Interior cabinets.
15. Fiberglass components
16. Installation of any "aftermarket" devices including ancillary equipment used in emergency service calls or the modification of any existing system or component originally installed by Wheeled Coach without Wheeled Coach's prior express written approval and any problems resulting from such installation or modification.
17. Custom module if altered by welding, cutting or splicing, or improper drilling without Wheeled Coach's prior written approval.
18. Custom module components damaged as a result of corrosion, including, but not limited to, acid rain, blisters, deicing chemicals, road salt additives and/or acidic exposure.

**Limitation on Damages:** Wheeled Coach shall not 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, lost wages, lost vehicle rental expenses, loss of savings, profits, or revenue, loss of use of the vehicle or any associated equipment, cost of capital, cost of any substitute vehicle, 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 the disclaimer of warranty may not apply.

**Warranty Registration:** This warranty is conditioned upon receipt by Wheeled Coach of a completed and signed warranty registration card within two weeks of delivery. It is the obligation of the purchaser to sign the customer registration card and return it to Wheeled Coach within the two weeks following delivery. The warranty registration card must be on file for any warranty claim to be considered. This warranty is not transferrable.

**Warranty Claim Procedure:** If the owner discovers within this period a defect in material or workmanship, the owner must promptly notify Wheeled Coach in writing. In no event shall such notification be received by Wheeled Coach later than 3 months from the expiration of the Modular Structure Limited Lifetime Warranty. All warranty work is subject to Wheeled Coach's examination and approval. If authorized by Wheeled Coach, the obligation of Wheeled Coach is limited to repairing or replacing, per the warranty term period, to the original purchaser. The Purchaser must contact Wheeled Coach in writing or call Wheeled Coach's customer service department toll free at 855-661-9232 Monday through Friday from 8:00 to 5:00 pm (Eastern Time) prior to any warranty work being performed. Wheeled Coach will provide the purchaser with a warranty claim form and further instructions on how to proceed with such warranty claim. All warranty correspondence must be sent to Wheeled Coach, PO Box 677339, Orlando, Florida 32867-7339. In the case of products, components or parts covered by the warranty of another manufacturer, Wheeled Coach will pass on to the owner the existing manufacturer's warranty to the extent reasonably possible. All claimed defective parts are to be returned by the original purchaser, transportation expenses for returned parts pre-paid to Wheeled Coach within 30 days of receipt of the replacement part or parts sent by Wheeled Coach. If the claimed defective part(s) are not received by Wheeled Coach within the 30 day grace period, or if the claimed defect cannot be authenticated, the original purchaser will be charged the full value of the replacement parts plus shipping and handling.

**Third Party Representations:** Wheeled Coach does not authorize any person to create for Wheeled Coach any other obligations or liability in connection with its custom module, and Wheeled Coach 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.

**Warrantor's Rights:** Warrantor reserves the unrestricted right to change the parts and designs of its products from time to time without notice and with no obligation to make corresponding changes in the product previously manufactured.

**Disclaimer of Warranty:** The foregoing warranties are in lieu of all other warranties, express or implied. The implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed.

**Warranty Termination:** The warranty shall be void, and Wheeled Coach shall be relieved from any and all obligations hereunder, if:

1. The motor vehicle is sold or any of the components are removed.
2. The chassis is remounted, unless the remount work is performed by Wheeled Coach or by a service facility approved, in advance and in writing, by Wheeled Coach.
3. Owner fails to comply with the warranty registration requirements described above.
4. Policy expiration date

**Time Limit for requesting Arbitration:** Any action for breach of warranty must be commenced within three months following the expiration of the warranty period.

**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 Orange County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association. 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.

**No Other Warranty:** Unless modified in a written statement 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 the vehicle) relating to the subject matter of this agreement. No employee of Wheeled Coach or any other party is authorized to make any warranty in addition to those made in this agreement.

