

TCI Mobility, LLC Limited Warranty Policy

Commercial wheelchair vans, buses and shuttles are created through a combination of a van chassis and a wheelchair van, bus or shuttle conversion. A commercial conversion is a combination of components and raw materials that are assembled by the conversion company. Because there are numerous suppliers that provide different products, parts, and/or items for the conversion process, the warranties vary and need to be completely understood by the consumer.

The **van** warranty consists of the chassis manufacturer's warranty and the TCI Mobility conversion manufacturer's warranty.

TCI Mobility is proud of our products, and we confidently stand behind them with the best warranty in the industry! The TCI Mobility warranty covers certain parts of the conversion vehicle for **four (4) years or fifty thousand (50,000) miles**, whichever occurs first, and the cost of labor to repair or replace those parts. This limited warranty covers substantial defects in materials and workmanship of non OEM (original equipment manufacturer) and modifications completed during the conversion process, provided that the vehicle is operated and maintained properly and in conformity with the owner's manuals. *Note, unlike most other general limited warranties:* TCI Mobility's limited warranty period begins on the date that the product is delivered to the first retail customer.

In the event, an independent authorized dealer places the product into any type of service prior to the retail sale, the warranty begins on the date the *dealer first places such product into service*.

The bus warranty consists of the chassis manufacturer's warranty and the bus body manufacturer's warranty.

Starcraft warrants to the original purchaser that this product shall be free of SUBSTANTIAL DEFECTS in material and workmanship, attributable to Starcraft, under normal, ordinary use and/or service. The warranty period is for a term specified of one (1) year or twelve thousand (12,000) miles, whichever occurs first.

SCOPE OF WARRANTY PERFORMANCE

> Explanation of Warranty Coverage:

- Starcraft will repair or replace, at our option, any defective part covered under this warranty, free of charge to the owner.
- > Explanation of What *IS NOT* Covered:
 - Owner shall bear full responsibility for any and all respective consequential damages, including without limitation, costs of repairing or replacing other property damaged when the warranted product and/or vehicle fails.
 - Owner shall bear full responsibility for any and all incidental damages incurred, such as, but not limited to, all expenses arising out of or relating to transporting the product to the appropriate Warranty Service location.
 - Furthermore, Starcraft reserves the right to change the parts and designs of its products without notice and with no obligation to make corresponding changes to previously manufactured products.
 - Regardless of the above referenced limitations, if the warranty issue is on a product we, TCI Mobility, make or issue is with one made by our suppliers, TCI Mobility will work with both you and the

manufacturer(s) of the component systems in your wheelchair van or bus to ensure that we maximize and expedite the available remedies offered under said limited warranty. We strive to do so in order to provide you with the best, most cost-effective, efficient and comprehensive ownership experience possible.

IT IS ADVISED TO OBTAIN APPROVAL BEFORE BEGINNING ANY REPAIR WORK!

Regardless of the warranty situation, <u>ALWAYS</u> obtain approval from TCI Mobility to diagnose and repair warranty items. In so doing, this will save you money — as many of the warranties in the market will not cover unapproved expenses nor foreign repair service(s).

WARRANTY EXCLUSIONS

This warranty *does not cover* the following:

- 1. Damage or deterioration to the physical appearance of the unit, if such damage is the result of normal use, wear and tear, or exposure to the elements.
- 2. Damage caused by misuse, abuse, negligence, accident or Acts of God. Usage of this product in a manner inconsistent with its design intentions or inconsistent with the manufacturer's instructions and recommendations will void this warranty with respect to damage caused by or relating to such inconsistent usage.
- 3. Products and/or parts of the whole, which have been repaired, altered or modified by any party other than the specified Warrantor.
- 4. Accessories or parts not manufactured by the Warrantor, including but not limited to: chassis and its component parts.
- 5. Expenses arising out of, or related to, the transporting of the product to an appropriate Warranty Service Location for service (i.e., any and all incidental damages incurred.)
- 6. Expenses arising out of, or related to, normal maintenance, such as: cleaning interior/exterior, lubrication and/or minor adjustments of moving parts, etc.
- 7. Damage as a result of, or related to, the vehicle being towed or towing another vehicle. USING THIS VEHICLE TO TOW ANOTHER VEHICLE IS PROHIBITED.
- 8. A refund of the purchase price; and/or, credit towards any subsequent purchases, without prior consent and approval of the Warrantor.

WARRANTY TERMINATION

The following action or events will result in the automatic termination of this warranty and will relieve the Warrantor from any and all obligations under this warranty:

- 1. Including without limitation, misuse or neglect of the product, failure to provide reasonable and necessary maintenance, unauthorized alteration or modification, accident or improper loading.
- 2. The expiration of the warranty period is set out herein.

LIMITATIONS

THIS WRITTEN LIMITED WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE HEREINTO.

LEGAL RIGHTS

This written limited warranty constitutes the entire agreement between Warrantor and Owner. We do not authorize any person to enlarge, amend or modify any liability in connection with this product.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OF THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. PLEASE REFER TO YOUR LOCAL JURISDICTION'S LAWS FOR FURTHER DETAILS REGARDING APPLICABLE PROVISIONS HEREIN. Information on the major components we supply and their warranties are as follows. Please note that the information contained herein is subject to change and is intended to be *only* a guide, not a final written warranty document or contract.

Ford Motor Company Chassis

Limited Warranty (Please refer to the Ford Warranty Guide for complete details)

- Bumper to Bumper 3 yr. / 36,000 miles
- Power Train 5 yr. / 60,000 miles
- Safety Restraint System 5 yr. / 60,000 miles
- + Corrosion (Perforation Only) 5 yr. / unlimited

Braun Lifts

The Braun Corporation ("Braun") warranty covers certain parts of the wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If the Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warranted for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hoses and Fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual.

Twin-Air Air-Conditioners

Twin-Air Products, Inc. warrants each new air/heat system sold to the original retail purchaser to be free from defects in material and workmanship under normal use for the period of 36 months or 36,000 miles whichever occurs first.

Should repair or replacement under the terms of this Limited Warranty Policy be required, the auxiliary air/ heat system can be taken to any recognized auto air conditioning repair center for repair. Twin-Air Products, Inc. must be contacted before any repairs are started for AUTHORIZATION. This warranty does not cover any auxiliary air/heat system which has been subject to misuse, neglect, improper installation or maintenance. Defective parts must be returned to the factory.

Intermotive Interlock Systems

Intermotive warrants the product for a period of two years from the in-service date (if the warranty registration is completed on-line or one year from the date the product was shipped from Intermotive (if not registered) for products that fail to function properly under normal use because of a manufacturing defect when installed and operated according to the manufacturer's instructions.

O'Straint Securement Systems

- 3 Years*
- QRT MAX, QRT Deluxe, QLK-150
- 2 Years*

QRT Standard, Q-5000, M-Series, QLK-100

- > (with proof of maintenance performed by a Q-Straint authorized dealer)
- 1 Year* All other System, Products & Accessories

*Only valid if product is registered with Q'Straint. Otherwise, a one (1) year warranty applies to all products. Products must be installed by authorized Q-Straint dealer.

Sure-Lok's LIMITED WARRANTY

• 5 YEAR WARRANTY - ALL SYSTEMS, PRODUCTS & ACCESSORIES

Sure-Lok warrants this product conformance to our manufacturing specifications and to be free from defects in materials and workmanship. Sure-Lok or its authorized dealer will (at its sole discretion), repair

or replace the defective component(s) free of charge. This warranty *does not* cover the cost of assembly or disassembly, transportation, labor, or any other incidental costs involved in the removal of a defective part or the installation of the replacement part.

Sure-Lok or its authorized dealers reserve the right to inspect the product to verify the claim defect has not been caused by non Sure-Lok approved maintenance or by foreign particles or substances. This Warranty does not apply to defects that result from accident, misuse or abuse, intentional damage, fire, flood, alteration or modification of the product, negligence, exposure, or use of the product in a manner inconsistent with its intended use.

AbiliTrax Products

AbiliTrax Warranties all products manufactured by AbiliTrax to the original purchaser (non-transferrable) to be free of all defects in material and workmanship for a period of 3 years or 36,000 miles (whichever comes first) from the date that the vehicle (in which the AbiliTrax products where originally installed) is placed into service (written in service date verification will be required). Any defect affecting safe operation and intended function will be repaired, replaced or refunded (at the discretion of AbiliTrax) free of charge. If the failure or malfunction of a warranted item leads to a subsequent failure or defect of a non-warranted item, then both items shall be covered provided AbiliTrax was immediately notified of failure (refer to buyer / user responsibility below). All warranty work must be performed at a facility that has been approved and/or certified by AbiliTrax to perform such work. All arrangements for warranty service must be approved prior to and made through AbiliTrax by contacting AbiliTrax. Warranty covers only failures which occur through normal use and does not apply to failures incurred through misuse, abuse, neglect, alterations or accidents. Also, any damage incurred through normal wear and tear which does not affect intended function and/or safe operation is not covered. AbiliTrax warranty covers only direct material and labor costs to repair or replace warranted items and is not responsible for any incidental costs such as transport, lost service or time.

To file a warranty claim or obtain warranty service, contact AbiliTrax by going to AbiliTrax.com and locating your nearest AbiliTrax Dealer. It is the responsibility of the buyer / user to contact AbiliTrax immediately upon the discovery of any covered defect or malfunction. AbiliTrax is not liable for further damages incurred or compounded by delays in filing warranty claim(s).

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

NOTICE: PLEASE CAREFULLY AND THOUGHTFULLY READ AND UNDERSTAND THE ABOVE MATERIAL HEREIN STATED, IN TOTALITY, AS IT AFFECTS YOUR LEGAL RIGHTS AS A CONSUMER.