



## BERKSHIRE COACH SHUTTLE BUS WARRANTY AGREEMENT

### Notice

Please ensure that the warranty registration is completed online in Dealer Connect by your purchasing dealer. Electronic entry into the warranty system registers the warranty with Berkshire Coach so that Berkshire Coach has record of your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty info for you to sign in order for entry into this system. If you do not remember signing a Berkshire Coach warranty registration at the time of delivery, please contact your dealer.

### Definition of Terms

**Authorized Berkshire Coach Dealer ("Dealer"):** This agreement is applicable only in the United States, Puerto Rico and Canada. Any Authorized Dealer of the owner's choice may perform warranty service work under the Berkshire Coach Warranty Agreement. This vehicle should be delivered to the authorized dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized dealer for performance of the repair.

**Berkshire Coach, Division of Forest River, Inc. ("Warrantor"):** The party obligated to perform under this Agreement.

**Original Purchaser:** Person or entity that is a recipient of this product provided by a dealer under a purchase order or contract sales.

**Wear and Tear:** The deterioration of a part or material beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

### 1. Who Warrants The Product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: Berkshire Coach, Division of Forest River, Inc., hereinafter referred to as Berkshire Coach, 914 CR 1 North, Elkhart, IN; an Indiana Corporation; and is administered by the Berkshire Coach Customer Service Department, Elkhart, Indiana 46514.

### 2. Who Is Covered

Berkshire Coach, the warrantor, extends this limited warranty agreement to the original owner of the vehicle during the Warranty Period. The warrantor offers a transferable warranty to a secondary owner for a fee; contingent on a complete transfer inspection. This inspection must be done at an authorized Berkshire Coach dealer within 14 days of second owner's purchase. For more details you may contact the Berkshire Coach Customer Service Department at 574.327.2690.

### 3. What Is Covered

Berkshire Coach, your warrantor, extends the following limited warranty to you; in which the limited warranty covers your conversion only pertaining to material defects in all materials and workmanship supplied by or performed by Berkshire Coach.

### 4. Warranty Period

The Berkshire Coach limited warranty is for a period of five (5) years from the date of first delivery or 100,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties That May Apply" and items listed under "Exclusions And Limitations" and "Limits of the Warranty."

### 5. Extended Warranty On Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first. The product shall be free of substantial defects arising out of or relating to the structural portion of the product. This structural warranty is intended to cover only the performance of the steel case structure of the bus body.

Exterior Paint, performed by Berkshire Coach, is fully warranted to be free of substantial defects in workmanship by Berkshire Coach for the first three (3) years (36 months) from date of original purchase, 50% warranted four (4) years (48 months), and 25% warranted five (5) years (60 months) from date of original purchase.

### 6. Other Warranties That May Apply

Berkshire Coach does not warrant the base vehicle itself. The vehicle engine, chassis, drive-train, suspension system, battery and other chassis components are covered by a separate warranty offered by the manufacturer of the chassis and administered by the chassis manufacturer's authorized dealers. The tire manufacturer separately warrants tires.

### 7. Owner's Responsibility

Proper preventative maintenance of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual(s) for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by this warranty agreement.

### 8. Exclusions and Limitations

Damage caused by abuse, misuse, failure to observe reasonable required maintenance practices, acid rain, accidents, natural disasters, acts of war, facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage to the unit if such damage is the result of deterioration due to normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the Berkshire Coach warranty agreement.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

Replacement parts provided under terms of the warranty agreement will whenever possible, match original equipment. When necessary, Berkshire Coach will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the Berkshire Coach warranty. In addition, using the vehicle to tow another vehicle is prohibited and may void warranty. Contact Berkshire Coach Customer Service before you make modifications, alteration or repairs.

#### **9. Recovery Limitations**

No person shall be entitled to recover from warrantor for any consequential or incidental damages arising out of or relating to any defect in the product. These limitation include but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

#### **10. How To Get Warranty Service**

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by Berkshire Coach. The dealership must contact Berkshire Coach Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact Berkshire Coach Customer Service Department (see address and telephone numbers below) for the name of a Berkshire Coach dealer nearest to you. Your claim must be made within 30 days of the discovery of the defect. Berkshire Coach will determine authorization based on and subject to the terms of the warranty agreement. All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for sufficient time to perform service.

#### **11. Who Performs Warranty Service**

It is recommended to obtain warranty service at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call Berkshire Coach Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact Berkshire Coach Customer Service Department (address below) for the name and location of a Berkshire Coach dealer near you.

#### **12. Dispute Resolution**

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the Berkshire Coach Customer Service Department (see address below). If a dispute about warranty service arises between Berkshire Coach and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by Berkshire Coach, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Berkshire Coach and Berkshire Coach fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

#### **13. Limits Of Warranty**

This written statement of limited warranty represents the entire warranty authorized and offered by Berkshire Coach. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of Berkshire Coach.

#### **FEDERAL COMPLIANCE**

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

BERKSHIRE COACH  
Division of Forest River, Inc.  
Customer Service Department  
914 CR 1 North  
Elkhart, IN 46514  
Phone: 574.327.2700, ext. 42115