



## LIMITED COMMERCIAL WARRANTY

### SECTION 1: WHAT DOES THIS WARRANTY COVER?

Turtle Top Division of Independent Protection Company, Inc., (referred to hereafter as "Turtle Top") warrants to the original retail purchaser that your Turtle Top unit shall, under normal use and service, be free of substantial defect in materials or workmanship which are attributable to us and which you report to us within the warranty period.

The warranty period with respect to the bus body components of your Turtle Top Vanterra, VT3, Odyssey, Odyssey XL and Terra Transit unit extends **FIVE (5) years** from the date when the unit is delivered to you or until the unit has been driven **100,000 miles**, if sooner. If vehicle is purchased based on a DOT specification requiring custom warranty, that warranty declaration issued with the BID prevails.

### SECTION 2: WHAT DOES THIS WARRANTY NOT COVER?

Defects in the aesthetics or physical appearance of the unit over time. Deterioration due to normal use, wear and tear, and exposure to the elements. Damages due to negligent use, misuse, abuse, accidents, acts of God or other contingencies beyond our control. Defects in the products that have been repaired, altered or modified without our approval including added equipment. Defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our install of such parts and accessories. Repairs made necessary by reason of failure to follow recommended maintenance procedures.

### SECTION 3: HOW DO YOU GET WARRANTY SERVICE?

To obtain warranty service, you must report the problem to the selling distributor within the warranty period AND WITHIN (10) DAYS OF THE FAILURE. Only Turtle Top or the Selling Distributor has the authority to approve warranty service. You must make the unit available for examination at the distributor if requested. Additionally, you must present the unit for service at the distributor or at any service facility designated by us or the distributor, and you must leave the unit for a sufficient time to effect service.

### SECTION 4: WHAT INFORMATION DO I GIVE MY DISTRIBUTOR?

You must provide the vehicle body number, located in the driver door jamb on the federal identification sticker and/or the VIN as well as the mileage at the time of the incident.

### SECTION 5: WHAT WILL WE DO TO CORRECT DEFECTS?

We will repair or replace, at our option, without charge for parts or labor, any defective part or assembly covered by this warranty.

### SECTION 6: WHAT WILL WE NOT DO?

We will not replace the unit or refund the purchase price. We will not provide or pay for transportation of the unit to or from the selling distributor or service facility designated. We will not pay for loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expense; telephone charges; inconvenience or other incidental damages. Repair or replacement of defective parts or assemblies is the sole remedy under the warranty. Turtle Top will not be held liable for damages incurred by failure to follow the terms of this warranty.

### SECTION 7: WHAT OTHER CONDITIONS OR LIMITATIONS AFFECT YOUR RIGHTS?

This written warranty is made in lieu of any and all other warranties, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE. This written warranty constitutes the entire agreement between you, the original vehicle owner and Turtle Top. We do not authorize any person to create for us any other obligation or liability in connection with your Turtle Top unit. Any action against us based on this warranty (or any implied warranty asserted by you despite the foregoing disclaimer) must be commenced within one year after the accrual thereof and must be prosecuted in a state or federal court, which sits in Indiana. This warranty shall be construed and enforced in accordance with the laws of the State of Indiana.

### SECTION 8: INSTRUCTIONS TO THE SELLING DISTRIBUTOR?

It is the responsibility of the selling distributor, at the time of sale, to inform the customer of the terms of this warranty and assign the designated service facility to obtain warranty service.

Our warranty does not cover defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories. We do not adopt the warranties of other manufacturers or assume any responsibility with respect to such warranties. *We do however ask all our partners to match the terms of our warranty expressed in Section 1.*

In the following cases listed below-these companies choose to work directly with the selling distributor to handle warranty involving their product. To expedite the coverage process, the selling distributor is required to contact the following manufacturers individually to attain parts and service.

8.1 The following companies' AC systems are installed in Turtle Top Buses. Identify the appropriate manufacturer by the install sticker under the hood and provide your unit # or VIN to the warranty department of the following: (Trans-Air): 1-800-673-2446, (ACC Climate Control): 1-800-462-6322, (ACT): 1-877-228-4247

8.2 The following paratransit lifts are installed in Turtle Top Buses. Identify the appropriate manufacturer on the lift and identify your unit by VIN to the warranty department of the following: – (Braun Corporation): 1-800-THE-LIFT, (Ricon Corporation): 1-800-322-2884

If the partners listed above indicate warranty coverage does not match the terms of this document contact Turtle Top Customer Service at (877)-4-BUSAID.



*Issued to:*

*Date issued:*

*Turtle Top Body Number:*

*Chassis VIN:*