

Limited Warranty

Braun® Public Use

Paratransit Conversion

35198 Rev A

IMPORTANT

This booklet contains Braun Corporation limited warranties.
It should be kept in your vehicle and presented to your Dealer
if any warranty service is needed.

WARRANTY AND REGISTRATION INSTRUCTIONS

Examine your paratransit conversion for any damage. Should any damage have occurred during delivery, notify the carrier at once with any claims.

Review the service agreement, delivery checklist and warranty registration form with your sales representative. The form must be signed by the consumer and retailer. A hard copy is available upon request.

The warranty registration form must be processed electronically by the sales representative to activate the warranty. This Warranty Booklet contains detailed terms and provisions applicable to this vehicle.

Record the last eight digits of the vehicle identification number (VIN) in the space provided for future reference. This information must be provided when filing a warranty claim or ordering parts.

BraunAbility
Because Life is a Moving Experience

**Mobility Conversion Service Agreement
Vehicle Delivery Checklist
Warranty Registration**

Customer Name: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____
Date of Purchase: _____

THE BRAUN CORPORATION MOBILITY CONVERSION SERVICE AGREEMENT

This Agreement is made this _____ day of _____, 20____, between BraunAbility, Inc. ("BraunAbility") and _____ ("Customer").
This Agreement shall be entered into by and between the parties hereto for the purpose of providing to the Customer a vehicle converted to provide mobility for persons with disabilities.

1. **Warranty.** BraunAbility warrants that the vehicle converted by BraunAbility for the purpose of providing mobility for persons with disabilities shall conform to the specifications set forth in the BraunAbility Mobility Conversion Service Agreement (the "Specifications").

2. **Exclusions.** The warranty does not cover the following items: (a) the vehicle's engine, transmission, or drivetrain; (b) the vehicle's electrical system; (c) the vehicle's tires; (d) the vehicle's paint; (e) the vehicle's body; (f) the vehicle's chassis; (g) the vehicle's frame; (h) the vehicle's suspension; (i) the vehicle's steering; (j) the vehicle's brakes; (k) the vehicle's lights; (l) the vehicle's horns; (m) the vehicle's mirrors; (n) the vehicle's windows; (o) the vehicle's doors; (p) the vehicle's seats; (q) the vehicle's floor; (r) the vehicle's ceiling; (s) the vehicle's interior; (t) the vehicle's exterior; (u) the vehicle's accessories; (v) the vehicle's modifications; (w) the vehicle's alterations; (x) the vehicle's repairs; (y) the vehicle's maintenance; (z) the vehicle's operation.

3. **Limitations.** The warranty is limited to the vehicle's conversion and does not cover the vehicle's original components. The warranty is also limited to the vehicle's conversion and does not cover the vehicle's original components.

4. **Remedy.** In the event of a warranty claim, BraunAbility shall, at its option, either repair the vehicle or replace the vehicle with a comparable vehicle. The remedy shall be provided within a reasonable time after the claim is received.

5. **Force Majeure.** This Agreement shall be void if the vehicle is damaged or destroyed by fire, flood, or other natural or man-made disaster.

6. **Assignment.** This Agreement shall be binding on the parties hereto and their heirs, assigns, and legal representatives.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all other agreements, oral or written, between the parties hereto.

8. **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect.

9. **Signatures.** This Agreement shall be signed by the parties hereto and their legal representatives.

Customer Signature: _____
BraunAbility Signature: _____

Vehicle Identification Number (VIN): _____

Vehicle Identification Number (VIN) _____

LIMITED WARRANTY

WARRANTY COVERAGE AND WARRANTY COVERAGE PERIODS

The Braun Corporation ("Braun") warranty covers Braun's modifications and alterations for associated parts for one (1) year or the first twelve thousand (12,000) miles, whichever occurs first. The 1 year/12,000 mile limited warranty covers substantial defects in materials and workmanship attributable to Braun of Braun's conversion of the vehicle, e.g. raising the roof. The warranty period begins on the date that the product is delivered to the purchaser. This limited warranty applies to the first purchaser, only. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the warranty coverage periods, it will be repaired or replaced, at Braun's option, without charge to the owner, in accordance with the terms, conditions and limitations of this limited warranty.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITED WARRANTY

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above;
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect;
3. Promptly schedule an appointment with and take the product to an authorized service center for service; and
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; Customer Experience Group 1-800-488-0359.

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

LIMITED WARRANTY

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts;

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period, this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

LIMITED WARRANTY

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

"Providing Access to the World[®]"





January 2011

35198 Rev A