D45 CRT LE Coach

OWNER LIMITED WARRANTY MANUAL

Motor Coach Industries, Inc.

Motor Coach Industries Limited



INTRODUCTION

Your warranty rights and obligations are set forth as part of the agreement pursuant to which you purchased your MCI D45 CRT LE series coach(es). The information set forth in this manual has been prepared for you by the Warranty Department of Motor Coach Industries to assist you with any warranty questions or problems that may arise. If there is a conflict between anything contained in your purchase agreement and this manual, the purchase agreement will govern and supersede the conflicting manual provision.

We encourage owners and operators to review this manual carefully. Owners submitting warranty claims to MCI should have a clear knowledge of the coverage and terms and conditions of MCI's Limited Warranty before submitting claims.

YOUR ACTION REQUIRED PLEASE

WARRANTY REIMBURSEMENT LABOR RATE

MCI requires that you submit your current base rate for mechanical labor (and any changes in such rates that may occur in the future) for MCI's approval before they will be considered for use on your warranty account. Please provide documentation to support your requested labor rate. Proof shall consist of pay stubs, payroll statements, direct deposit statements, or any other legal proof of your company's labor cost for that category of employee. While MCI will use reasonable efforts to assure that all information you send us will remain confidential and will not be used in any other manner except for approval of labor reimbursement, to protect the privacy of your employees you should redact names, social security numbers, and other personal information that should not be disclosed, leaving the job titles and base pay rates visible on the form submitted. Once approved by MCI, the rate information will be kept on file and will assist MCI in the expeditious handling of your warranty claims. We request that you send this information to: warranty@mcicoach.com.

Labor Rate is effective from the Date of Approval by MCI

As noted in the full text of MCI's Limited Warranty that follows, MCI will credit your NFI Parts Parts account for the labor cost incurred in the removal and replacement of the defective part(s) covered by the Limited Warranty based on (i) the number of hours designated by MCI to be required for such work, multiplied by (ii) 125% of the base rate for mechanical labor prevailing at your garage locale at the time of replacement, such base rate to have been previously approved by MCI.

The term "base rate for mechanic labor" means the average base rate of labor paid to your top mechanics, excluding any fringe benefit and overhead costs.

MCI recommends that you review your labor rates annually and send documentation of any labor rate changes for MCI approval.

Example:

Top mechanic's rate:	**$ 30.00**
Times 125%:	**x 1.25**
Warranty reimbursement labor rate:	**$ 37.50**

Third Party Repairs:

You are solely responsible for paying any third party repair facilities that you may decide to use, and submitting the applicable invoice(s) and any other required documentation to MCI for review and approval. Upon approval, MCI will credit your NFI Parts Parts account. Please contact your TSM for approval prior to using a third party vendor if being used for warranty repairs.

Limited Warranty

Applicable to New MCI® D45 CRT LE Series Coaches
Manufactured by Motor Coach Industries, Inc. or Motor Coach Industries Limited

Seller's Limited Warranty applies only to new coaches manufactured and sold by Seller for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the Coach unless MCI receives documentation acceptable to MCI.

Seller agrees for the Warranty Term herein specified that, subject to certain exceptions, exclusions, and conditions noted below, Seller will repair or replace any defects in material or workmanship (not design) in the Coach. This Limited Warranty applies only to defects discovered during the Warranty Term set forth in Exhibit A.

Buyer must give Seller written notice of any defect occurring during the Warranty Term to which Buyer claims this Limited Warranty applies within thirty (30) days from the date the defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship (not design) occurring during the Warranty Term under normal service conditions, provided that Buyer (i) has given Seller timely written notice of the defect; and (ii) upon Seller's request, has returned the defective part(s) to Seller, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of any such defective part(s) based on (i) the number of hours designated by Seller to be required for such work, multiplied by (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

THIS LIMITED WARRANTY IS FURTHER SUBJECT TO CERTAIN ADDITIONAL TERMS, CONDITIONS, AND EXCLUSIONS THAT ARE ATTACHED HERETO AND HEREBY INCORPORATED BY REFERENCE AS EXHIBIT A.

Buyer acknowledges that this Limited Warranty does not apply to (A) any parts, components, materials, goods or services furnished or provided after Seller has completed its manufacturing processes with respect to the Coach; or (B) any routine maintenance, repairs, or replacements; or (C) normal wear and tear of the Coach; or (D) any other repairs or replacements that, in Seller's reasonable opinion, are required because the Coach or any accessories, parts, or other equipment comprising the Coach:

i) has been altered, modified, changed, reworked, or replaced in a manner either not recommended by Seller or that would likely affect serviceability in any respect; or

(ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or

(iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or

(iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed.

Seller reserves the right to audit Buyer's Coach warranty related records, including, but not limited to those regarding claims filed, maintenance records, and parts returned. Seller also reserves the right, in its sole discretion, to suspend its Limited Warranty obligations, including, but not limited to, putting Buyer's warranty account "on hold", and/or suspending or revoking Buyer's access to Seller's CCS system, during any period in which Buyer is not in compliance with its obligations under this Limited Warranty.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER OBLIGATIONS OR

LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE) WITH RESPECT TO THE SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.

MCI Emission-related Warranty

(a) General. MCI warrants to Buyer and each subsequent purchaser that the Coach, including all parts of its emission control system, meets two conditions:

(1) It is designed, built, and equipped so it conforms at the time of sale to Buyer with the requirements of 40 CFR Part 1037.

(2) It is free from defects in materials and workmanship that cause the Coach to fail to conform to the requirements of 40 CFR Part 1037 during the applicable warranty period.

The above warranty will be referred to as the “MCI Emission Warranty” in this document.

(b) The warranty period of the MCI Emission Warranty is as follows:

(1) Five (5) years from the date the Coach is first placed into service or 100,000 miles, whichever first occurs; and

(2) For tires, two (2) years from the date the Coach is first placed into service or 24,000 miles, whichever first occurs.

(c) Components covered. The MCI Emission Warranty covers emission-related components that are included in the certified emission controls. The MCI Emission Warranty covers the Coach’s tires. The MCI Emission Warranty does not cover components whose failure would not increase the Coach’s emissions of any regulated pollutant, nor does it cover tire tread wear.

(d) Warranty Exclusions. The MCI Emission Warranty does not cover any failures resulting from any improper maintenance or use, as described in *40 CFR §1068.115*.

EXHIBIT A

WARRANTY TERM: Twenty-four (24) months from the warranty start date, unlimited mileage WARRANTY START DATE: Date of delivery of the new Coach to Buyer.

ADDITIONAL EXCLUSIONS/LIMITATIONS OF SELLER'S LIMITED WARRANTY

3rd party vehicle telemetry system	Covered only by system supplier
Antennae	Not covered for breakage
Air Bellows	2 years or 200,000 miles (321,868 km) (whichever comes first)
Batteries	One year with requirement of photograph of battery serial number.
Belts	6 months or 50,000 miles (80,467 km) (whichever comes first)
Brake Rotors & Pads	Not covered as a primary failure
Brushless Main Evaporator Motor	54 months or 500,000 miles (804,670 km) (whichever comes first)
Coach Conversion	Parts, components, and services by third party not covered
Paint	Coverage subject to MCI prior approval; Pictures and quote may be required
Decals	Covers only decals furnished and applied by MCI. Coverage is subject to MCI's prior written approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.
Emission Controls and Emission System-related Parts	Covered by Seller's Limited Warranty as and only to the extent they are required to be covered by a vehicle manufacturer pursuant to the laws pertaining to the warranties applicable to emissions controls or emission system-related parts in effect at the date of manufacture, including the MCI Emission Warranty.
Engine	Covered only by engine manufacturer
Engine Aftertreatment	Covered only by engine manufacturer (see also Emission Controls and Emission System-related Parts above)
Engine Accessories	2 years or 200,000 miles (321,869 km) (whichever comes first); covers alternator, starter, transmission oil cooler, engine isolator, crank pulley, diesel exhaust fluid (DEF) tank and heated lines, power steering pump and exhaust pipe bellows.
Exterior Mirrors	Covered for loss of function only, not breakage
Goods and/or Services Supplied by Buyer	Not covered
King Pins	Bushings and seals not covered
Incandescent Light Bulbs	Not covered
Pinion Seals	1 year or 50,000 miles (80,467 km) (whichever comes first)
Radius Rod Bushings	1 year or 50,000 miles (80,467 km) (whichever comes first)
Refrigerant	Not covered as primary failure
Passenger Seats	Mechanical and fabric manufacturing defects covered. Fabric wear is excluded; pictures and quote are needed before approval.
Shocks & Bushings	1 year or 50,000 miles (80,467 km) (whichever comes first)

Sway Bar Links	1 year or 50,000 miles (80,467 km) (whichever comes first)
Tires	Covered only by tire manufacturer, except for the MCI Emission warranty.
Towing/Roadside Service Calls*	6 months or 50,000 miles (80,467 km) (whichever comes first), reimbursement limited to $750.00/per occurrence and subject to additional conditions explained below
Transmission	Covered only by transmission manufacturer
Wheel Alignment	Covered only during the first 25,000 miles (40,234 km); thereafter not covered as a primary failure, i.e., covered only if alignment is necessary due to another covered warranty repair.
Wheel Bearings & Seals	To first brake reline or 50,000 miles (80,467 km) (whichever comes first)
Wheel Studs	Not covered
Windows/ Sash Assembly	Not covered for breakage due to stone chips or other road hazards. Any coverage is subject to Seller's prior written approval based on part return and/or photographic evidence of claimed defect, as requested by Seller. Buyer must also provide date code (located at bottom of window frame assembly, visible when opened or removed), window location (roadside or curbside of vehicle) and window position on Coach.
Wiper Blades	Not covered
Workmanship issues	1year or 50,000 miles (whichever comes first)

***Towing**/Roadside Service Calls**.** The towing/roadside service call must have been necessary due to a failure covered by the MCI Limited Warranty, and Buyer must have used good faith efforts to return the Coach to service without using a towing service before requesting that the Coach be towed. The costs of any towing/roadside repairs, and road service calls are not included within the scope of the Limited Warranty unless the failure requiring the roadside service/towing is covered by the Limited Warranty.

Please consult the manufacturer of the engine, transmission, or other component not covered by MCI's Limited Warranty for any towing/roadside reimbursement such manufacturer may provide.

EXAMPLES OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Engine
- Transmission
- Parts or equipment that failed as the result of normal wear and tear, or damage due to accident, standard maintenance, or service adjustment.
- Road Service Calls and/or Towing charges (beyond 50,000 miles or 6 months and/or above $750.00 per occurrence). Any assistance initiated by MCI (roadside or otherwise) does not constitute MCI's approval of, or agreement to pay, such charges.
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraph messages or other intangibles
- Lost profits or revenues
- Overtime, premium labor, or labor hours in excess of Standard Repair Time ("SRT"). SRT must be used where applicable or labor breakdown must be provided to properly process the request for warranty credits.
- Failures due to improper installation or careless or negligent workmanship
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, Freon, hoses, light bulbs, wiper blades, tune-ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, and king pin bushings. • Shop supplies (shop rags, drill bits, solvents and other miscellaneous items)
- Tools purchased to repair or replace parts
- Failures resulting from or due to the lack of required preventive maintenance, improper repair procedures, or otherwise not complying with MCI Maintenance manuals and service bulletins.
- Claims filed more than 30 days after the date such defect becomes apparent.

ENGINE AND TRANSMISSION

The engine and transmission are warranted directly and solely by their respective manufacturers and **not** by MCI. Since MCI does not warrant the engine or transmission, the preferred and suggested method for you to obtain engine or transmission service under any such manufacturer's warranty is to request assistance from your local authorized engine or transmission dealer, as applicable.

In some instances a Buyer may have purchased an extended warranty offered by the manufacturer of the engine, transmission, or other component. In such instances, Buyer shall report such warranty claims directly to the component manufacturer that offered the extended warranty. In no event will MCI have any liability for any warranties offered, directly or indirectly, by any component manufacturer or supplier, regardless of whether MCI assisted the Buyer in purchasing any such extended warranty from the component manufacturer or supplier.

SALES NOTIFICATION

Please contact the MCI Warranty Department if the Coach is sold or no longer being operated.

CONTACTING MCI FOR ASSISTANCE
OR
REPORTING A FAILURE

When assistance is required concerning a warranty claim or problem, please contact warranty@mcicoach.com.

Information Required to Report a Failure

- Operator / Buyer's name
- Coach VIN Number (last five digits)
- Mileage at Failure
- MCI Causal Part Number – (required or claim may be denied) – If problems locating part#, please contact MCI Tech line or NFI Parts
- Detailed Description of Failure (Complaint, Cause, and Correction Needed)
- Date Failed
- MCI Part Numbers (if parts required)
- Contact Person, Address, Phone number, and Email address
- Confirmation of applicable PM completion and corresponding documents if required
- If third party was used, a copy of the sublet invoice is required with confirmation of TSM pre-approval

Once a failure has occurred, a warranty claim must be filed within 30 days of the failure and should be processed through our Customer Warranty Portal, A user id and password are required prior to entering or viewing claims. If you do not already have a warranty account, email warranty@mcicoach.com and one can be created for you. All claims submitted beyond 30 days of the failure date will be denied.

Once a warranty claim is filed via the Customer Warranty Portal a MCI claim number is autogenerated. IT IS VERY IMPORTANT THAT YOU RECORD AND RETAIN THIS CLAIM NUMBER AS IT IS THE SOLE TRACKING NUMBER USED BY MCI IN ADMINISTERING YOUR WARRANTY CLAIM.

PERFORMING REPAIRS

As noted above, MCI's sole obligation under this Limited Warranty is limited to (A) repairing or, at MCI's option, replacing free of change any parts that, in MCI's reasonable opinion, have failed as a result of a defect in material or workmanship (not design) occurring during the Warranty Term under normal service conditions, provided that Buyer has given MCI timely written notice of the defect and, upon MCI's request, Buyer has returned the defective part(s) to MCI, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of any such defective part(s) based on (i) the number of hours designated by MCI to be required for such work, multiplied by (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by MCI.

WARRANTY REPLACEMENT PARTS

Replacement part requests for covered warranty claims should be directed to the MCI Customer Warranty Portal (which provides information on returning parts). Subject to the terms and conditions of MCI's Limited Warranty, MCI will provide a replacement part for a covered warranty claim at "no charge" to Buyer, provided that the Buyer returns the defective part to MCI's Warranty Department within forty-five (45) days from the date of MCI's request. The claim will require the information listed on the "Reporting a Failure" page. Once the proper information is provided and the claim has been submitted, it will go into a pending status for MCI to review. Should Buyer not return the defective part(s) within such time, MCI will deny the warranty claim and invoice the Buyer for the price of the replacement part(s), plus freight, and, in its discretion, may put the Buyer's warranty account "on hold." "On hold" means that as long as the Buyer's warranty account shows a balance due, warranty parts need not be shipped until they are first paid for by the Buyer. Reimbursement for parts purchased from NFI.Parts will be issued to the Buyer provided that Buyer complies with the parts return policy with respect to those parts and the returned part otherwise qualifies for warranty coverage. If a part is returned to MCI and: (i) is found not to be defective; or (ii) the Buyer's warranty claim with respect to the returned part is not otherwise in accordance with the terms and conditions of MCI's Limited Warranty; or (iii) the part was damaged during shipping, MCI will return the part to Buyer and invoice Buyer for any parts that MCI provided at no charge to Buyer, plus freight, and the claim will be denied.

Materials being returned to MCI must be well packaged in a sturdy shipping container to prevent possible damage in shipment. All returned parts, including, but not limited to, radiators, alternators, transmission oil coolers, cylinder, and pumps, must be completely drained of all fluids. Failure to return parts free of fluids will result in your account being assessed the actual costs incurred by MCI to clean up any such fluid spill, subject to a minimum charge of $25.00.

All returned parts must be identified by the MCI claim number.

Shipping charges will be paid by MCI when returning a defective part covered by MCI's Limited Warranty. See Warranty Claim Policy for shipping accounts, process, and address to return the defective parts as all parts are required to be returned.

WARRANTY CLAIMS

Warranty claims may be completed on our Customer Warranty Portal or forms will be provided to Buyer by the Warranty Department upon request. When submitting a paper warranty claim form, the original should be copied and retained by Buyer. Contact warranty@mcicoach.com if unsure who to email directly.

The warranty claim must include the following information:

- Operator's or Buyer's Company Name and Address
- Coach VIN Number (last five digits of the Vehicle Identification Number only)
- Operator's Fleet Number
- Mileage at Failure
- Date of Warranty Claim
- Date of Failure
- Concise Description of the Failure, Cause, and Corrective Action
- Material and Parts information
    - Reference quantities
    - MCI part numbers
    - Description of parts used for repairs
    - Cost of any parts purchased for repairs
- Labor hours for the removal and replacement of parts. Labor credit will be issued after reviewing and approving the labor claimed on the warranty claim form. The labor rate will be as previously approved by MCI.
- Confirmation of applicable PM with corresponding documentation if required
- Work performed by outside contractors (must have pre-approval). A copy of the sublet invoice and work order is to accompany the warranty claim.

SCHEDULED MAINTENANCE

Proper maintenance is important to the safe and reliable operation of all MCI coaches and necessary to maintain coverage under MCI's Limited Warranty. The service procedures recommended and described in the MCI Maintenance Manual are effective methods for performing service operations.

MCI LABOR RATE APPLICATION

CUSTOMER CONTACT INFORMATION

COMPANY NAME:

CONTACT NAME: (PLEASE PRINT) FIRST LAST **TITLE:** (PLEASE PRINT)

COMPANY ADDRESS:

CITY: **STATE:** **ZIP:**

EMAIL ADDRESS: **PHONE #:**

REQUEST FOR LABOR RATE INCREASE

PLEASE SUPPLY THE CURRENT BASE RATE PAID TO TOP MECHANIC FOR WARRANTY REPAIRS, EXCLUDING ANY FRINGE BENEFITS AND OVER HEAD COST. MULTIPLY BY 125% USING THE EXAMPLE BELOW TO CALCULATE YOUR WARRANTY REIMBURSMENT RATE:

Example: Top mechanic's rate: $30.00
Times 125%: x 1.25
Warranty labor rate:
$37.50

CURRENT BASE RATE: $ **WARRANTY RATE: $**

CURRENCY TYPE:

☐ **U.S.** ☐ **CANADIAN**

REQUEST DATE:

COMMENTS:

FULL NAME: (PLEASE PRINT) FIRST LAST **TITLE:** (PLEASE PRINT)

AUTHORIZED SIGNATURE: _____ **DATE:**

MCI WARRANTY APPROVAL: _____ **DATE:**

PLEASE NOTE: WARRANTY REIMBURSEMENT WILL NOT BE PROCESSED WITHOUT COMPLETED FORM AND ALL REQUESTED INFORMATION SUPPLIED TO MCI. IF YOU HAVE ANY QUESTIONS, CONTACT WARRANTY AT warranty@mcicoach.com.