

# VEHICLE UPFITTING & CONVERSION WARRANTY POLICY AND PROCEDURES

### NOTIFICATION TO USER:

This document specifies your new vehicle upfitting conversion warranty and the policy, procedures, and limitations that cover it. Please read carefully.

### WARRANTY POLICIES

Warranty of the chassis is the responsibility of the vehicle manufacturer and their servicing dealers. Please refer to chassis manuals.

Warranty of van conversion package as per AVAN a is explained on the following page. These terms may change without notice or after publication of this document.

Individual components are covered by their own manufacturer's warranty. Our service personnel will assist you in securing replacement and/or reimbursement under individual manufacturer's guidelines.

# FOR WARRANTY ASSISTANCE

Phone: 651-204-4035

Email: <a href="mailto:service@avanmobility.com">service@avanmobility.com</a>

#### Locations:

191 N. Cavalier Street, Pembina ND 58271

When requesting assistance, please include or have the following information available:

- VIN (Vehicle Identification Number)
- Issue or problem you are having
- Images of the issue or problem (this is important to be able to help you quickly)
- Vehicle odometer reading

# SERVICE & WARRANTY PROCEDURE

- It is the vehicle owner's responsibility to contact AVAN Mobility prior to the vehicle being serviced (including warranty and non-warranty work). Vehicle dealerships are not permitted to service or repair AVAN Mobility-converted vehicles unless approved by AVAN Mobility.
- All warranty claims must be approved by AVAN Mobility's warranty department in writing or by those individuals with authority before any work may begin. AVAN Mobility labor rate for warranty repairs is \$65.00 per hour.
- AVAN Mobility reserves the right to authorize repair work to be completed by an outside service facility or to dispatch one of our own technicians to execute warranty repairs.
- If the vehicle is not located near a AVAN Mobility facility, service and warranty repairs are still available. Contact AVAN Mobility to locate your closest approved service centre for such work. Warranty work will be performed by an approved service centre as recommended by AVAN Mobility. All work must be approved by AVAN Mobility before commencing.
- Warranty work will not be paid unless approved by AVAN Mobility. A formal quote must be provided to AVAN Mobility prior to work commencing. Should AVAN Mobility not receive a formal quote for warranty work prior to its commencing, warranty work will not be paid. No exceptions.
- AVAN Mobility is not responsible for diagnostic fees unless AVAN Mobility has approved diagnostics to be completed.
- All invoices issued by a pre-approved outside repair facility must be sent to AVAN Mobility warranty department.
  - Provide vehicle VIN Number and date of manufacture (found on the compliance label, located on driver door jamb).
  - Include an itemized list of repairs and costs (parts and labor). It is
    imperative that any outside repair facility consult with one of AVAN
    Mobility service technicians before attempting any repair. AVAN
    Mobility will not be responsible for any excessive or inflated billing by
    outside service facilities if they proceed with repairs without prior
    consultation. Repairs or work done to an individual part or component
    without authorization may void the original equipment manufacturer's
    warranty and thus may not be covered.
- All warranty components shipped to a customer or a repair facility will be done freight collect.
- Defective materials/ products must be returned to AVAN Mobility freight prepaid for credit. Components not returned will be billed to the owner.
- These warranty terms and conditions are subject to change without prior notice at any time, at the sole discretion of AVAN Mobility

# VAN CONVERSION LIMITED WARRANTY\*

3 YEAR/36,000 Miles\*

AVAN Mobility van conversions are warranted to be free from defects in workmanship\* and materials\* for a period of **three (3) years, 36,000 Miles** (whichever comes first) from the date of purchase to the extent of the conditions set forth in the paragraphs listed below. If any failure occurs under normal use from a defect in material or workmanship within the period from the original date of purchase, such failure shall be corrected, by repair or replacement, free of charge to the original purchaser.

- This warranty applies to and covers the AVAN Mobility conversion workmanship only. Individual components may be warranted by their respective manufacturers, (See next section for warranty policies) and the duration and coverage of their individual warranties may differ from AVAN Mobility conversion warranty.
- This warranty is limited to the original retail purchaser and is nontransferable unless a written request is made at the time of change of ownership of the vehicle.
- The vehicle chassis, in whole or in part, is the sole responsibility of the chassis manufacturer, and warranty or service of such is not the responsibility of AVAN Mobility.
- The conversion or components shall not have been previously altered, repaired, or serviced by anyone other than a AVAN Mobility technician, or an approved service center, or an authorized individual.
- Transportation costs for service or warranty are the sole responsibility of the owner. Damage occurring while being transported is the responsibility of the transport company.
- Any paint, applied to a new vehicle by AVAN Mobility, shall be warranted for a period of one year from the date of purchase. This warranty does not cover rock chips, scratches, or paint damaged due to motor vehicle mishap / misuse.
- Vinyl or Reflective striping and lettering is warranted for a period of one year from the date of original purchase.

Under the terms specified in this warranty, AVAN Mobility **does not cover:** 

- Halogen bulbs, filament bulbs, or fuses.
- Upholstery material, seating, or floor covering against tearing, puncture, burns or abuse other than normal wear.
- Parts, components, accessories and /or related items, supplied by the purchaser, to be installed on the conversion, even if AVAN Mobility has agreed to installed them.

- Conversion work done by another manufacturer prior to, or after work is completed by AVAN Mobility.
- Damage to the conversion or individual components due to a motor vehicle accident, vandalism, abuse or misuse.
- Loss of time, inconvenience, loss of use of the vehicle, towing charges, transportation, or other consequential damages. AVAN Mobility liability is limited to repair or replacement of its product only, and not for damages, loss or injuries sustained by its usage.

\*All HVAC systems, wheelchair lifts and ramps and lowering are covered by the manufacturer's warranty. Below is the warranty policy for the respective manufacturer.

The following warranty policies from our major component vendors were current at time of publishing, and may change at any time. Not all vendor warranty policies are listed below. Please contact AVAN Mobility if you require updated component vendor warranty policies.

### WEBASTO

#### Webasto Limited Non-Transferable Warranty

- Webasto Thermo & Comfort North America, Inc. (hereinafter referred to as Webasto) warrants their Air Conditioning Systems against defects in material and workmanship for one (1) year effective at the time of installation or vehicle registration date for original equipment installation (OEM). This warranty period may not exceed eighteen (18) months from the original date of sale by Webasto. This warranty period may be superseded by written contractual agreements.
- This warranty policy refers to Air Conditioning Systems installed in road worthy vehicles and off-highway machinery only. For Air Conditioning Systems installed in marine vessels, please refer to the related marine warranty policy.
- Replacement parts are covered for six (6) months or the remainder of the original warranty period, whichever is longer.
- The intent of the Webasto warranty is to protect the original enduser of the Air Conditioning System from defects and provide free repair and replacement of defective parts in the manner provided herein. During the warranty period, the exclusive remedy will be for Webasto, at their discretion, to repair or replace those parts which are demonstrated to be defective in material or workmanship.
- While warranty is provided to the "original end-user", it is to be administered and serviced through an authorized Webasto dealer in accordance with the Webasto warranty policy or contractual agreement between Webasto and a second party.

 To locate the nearest Webasto authorized dealer for warranty service, visit http://www.webasto.com or call (800) 860-7866.

Limitations: Webasto specifically excludes and limits warranty from the following:

- Normal wear of service parts: (filters and fuses are not covered)
- Removal and replacement of Air Conditioning System.
- Damage to product in transit. All claims must be filed with carrier.
- Improper installation, which is not in accordance with valid, supplied installation instructions or approved OEM applications.
- Deterioration due to normal wear, corrosion, abuse, damage, accident, improper storage or operation, lack of reasonable and necessary maintenance.
- Modification of product by alteration, use of non-genuine parts or repair by unauthorized personnel.
- Economic loss for expenses related to travel, vehicle disability, personal injury or other incidental or consequential damages arising from any breach of this expressed warranty.

#### Product registration:

The Air Conditioning System can be registered by visiting www.techwebasto.com or by completing the Warranty Registration Card if included with your product. A proof of purchase is required for all Air Conditioning Systems that are not registered. This warranty is nontransferable. Implied warranties including that of merchantability and fitness for a particular purpose are expressly limited to the duration of this warranty. Webasto disclaims any liability for special, incidental, or consequential damages. Some states and Canadian provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary among states and Canadian provinces. Webasto retains the right to modify these warranty terms without notice to comply with policy or laws governing warranty issues in states or countries having specific remedies differing or additional to those described within this document.

### BRAUNABILITY

#### Warranty Coverage and Warranty Coverage Time Periods

The Braun Corporation ("Braun") warranty covers certain parts of this 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 warrantied for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

#### What Braun Will Do to Correct Problems

If a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty.

Providing the warranty card is returned within 20 days as outlined above, the labor warranty period will be extended by two years of coverage in accordance with the terms, conditions, and limitations of this limited warranty. In addition, if a substantial defect in material or workmanship, attributable to Braun, is found to exist during the fourth or fifth year of warranty coverage to the following lift's power train parts: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for repair or replacement at any time after the warranty coverage detailed above is the sole responsibility of the owner.

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.

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:

- Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above
- Provide the notification mentioned above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect
- Promptly schedule an appointment with and take the product to an authorized service center for service.
- 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; 1-800-THE-LIFT, (843-5438).
- 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.

#### 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.

#### 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 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 to process any warranty claims. This warranty gives you specific legal rights. You may also have other rights that vary from state to state.

# AMF-BRUNS OF AMERICA

Limited Warranty AMF-Bruns of America LP ("AMF-Bruns") wants every customer to be completely satisfied with its products. AMF-Bruns is committed to providing prompt, responsive service to its customers and timely attention to its customers' needs. See product warranties listed below:

- Platinum series restraints: 5 years
- Silver series restraints: 3 years
- Black series restraints: 3 years
- Head & Backrests: 1 year
- Ramps: 1 year
- Smartseats, Smartlegs and Smartfloors: 3 years or 36,000 miles (whichever comes first after original sale)
- Hide-A-Way: 1 year
- EasyPull: 1 year
- Steps: 1 year
- Accessories: 1 year

AMF-Bruns of America warrants this product and confirms that it meets AMF-Bruns manufacturing specifications and is free from defects in both materials and craftsmanship.

AMF-Bruns of America, or its authorized dealers, will repair or replace defective parts free of charge. This warranty does not cover the cost of transportation, labor or any other incidental costs which may arise during removal and/or replacement of defective parts. AMF-Bruns of America, or its authorized dealers, have the right to inspect any defective parts to verify the claimed defect has not been caused by incorrect usage or maintenance (see maintenance and care in user instructions). 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 the design use.

# INTERMOTIVE

InterMotive warrants the product for the period of one year from the date the product was shipped from InterMotive or two years from the inservice date (if the warranty registration is completed on-line) 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. The product will be repaired or replaced, at InterMotive's discretion, with a comparable product without charge. Any modifications to the chassis or InterMotive product that result in the installation of the InterMotive product in a manner other than what is written in the instructions is not authorized by InterMotive.

### **Q-STRAINT**

#### **Covered Products and Limitations:**

Q'STRAINT's limited warranty coverage applies only to factory defects in materials and workmanship in the Products as follows:

- Q'POD, QRT-3 Series, QRT-5 Series 5 years\* limited warranty coverage.
- QRT Max, QRT Deluxe, QLK-150, Q'UBE 3 years\* limited warranty coverage.
- QRT Standard, Q-5000, M-Series, QLK-110 2 years\* limited warranty coverage.
- All other Products 1-year limited warranty coverage.

\*Only valid if product is registered with Q'STRAINT. Otherwise, a 1-year limited warranty applies to all products.

Each of the warranty coverage periods runs from the date the Products are shipped from Q'STRAINT and applies only to warranted defects that first manifest themselves and are reported to Q'STRAINT within the applicable warranty period. Q'STRAINT retains the right to determine to its reasonable satisfaction whether any claimed defect is covered by this warranty.

Certain items are excluded from warranty coverage by Q'STRAINT, and this limited warranty coverage does not apply to:

- Products which are not installed and maintained in accordance with Q'STRAINT's instructions.
- Products which are subject to misuse, abuse, accident, negligence, or exposure to the elements or chemicals.
- Products which are altered or not repaired by a Q'STRAINT authorized repair service.
- Normal wear and tear, and routine maintenance.

 Products which are not used in applications or in a manner approved by Q'STRAINT.

All statutory or implied warranties (including any warranty of merchantability or fitness for a particular purpose), conditions and guaranties are excluded and disclaimed to the fullest extent allowed by law. If any implied warranties, conditions, or guarantees are required under applicable law, they are limited to the minimum duration allowed by law (not longer than the duration of the applicable express limited warranty coverage). For customers in the US: some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

#### **Remedies Under This Limited Warranty**

If a defect covered by this warranty occurs, Q'STRAINT (or one of its authorized dealers, as determined by Q'STRAINT) will repair or replace the defective products, in its sole discretion. This "repair or replacement" remedy is the exclusive remedy under this warranty. Q'STRAINT has no responsibility or liability for any incidental or consequential damages, such as loss of use, interest or finance charges, the cost of repairs by unauthorized repair services, depreciation, etc., all of which are specifically excluded and disclaimed from this warranty. For customers in the US: some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

- Any claims under this limited warranty must be made to Q'STRAINT within fifteen (15) days after the defect first arises.
- The Products must be returned to Q'STRAINT (or its authorized repair facility, as determined by Q'STRAINT) within the warranty period for inspection and warranty service. The expense of disassembly, returning the Products for warranty service, and of returning the Products to the owner and reassembly after any warranty service has been completed, is the responsibility of the owner and will not be reimbursed by Q'STRAINT. Contact Q'STRAINT Customer Service for information on how to return Products.
- If your Product includes a registration form it must be returned to Q'STRAINT within thirty (30) days after the Products are delivered to the purchaser.

Q'STRAINT reserves the right to improve its products through changes in design or materials without being obligated to the owners of other Products.