#### MASS TRANSIT BUS PURCHASE AGREEMENT

by and among

#### MIAMI-DADE COUNTY,

### TRILLIUM TRANSPORTATION FUELS, LLC

and

#### NEW FLYER OF AMERICA, INC.

This MASS TRANSIT BUS PURCHASE AGREEMENT ("Agreement"), dated as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2017 (the "Effective Date"), is made and entered into by and among Miami-Dade County ("County"), Trillium Transportation Fuels, LLC ("Trillium"), and New Flyer of America, Inc. ("New Flyer") (collectively, the "Parties").

WHEREAS County issued Request for Proposals No. 00096 (the "RFP") on June 13, 2014 for a Compressed Natural Gas Program for Miami-Dade Department of Transportation and Public Works ("DTPW") for a qualified firm to enter into a Master Developer Agreement with the County for the design, financing, construction, maintenance, provision of buses, operation of a Compressed Natural Gas ("CNG") Program for DTPW, and supply of CNG fuel to DTPW;

WHEREAS Trillium submitted a proposal in response to the RFP and was the selected proposer by the County for negotiations around November 3, 2015, and Trillium and DTPW intend to enter into such Master Developer Agreement, which this Agreement is a Sub-Agreement as Appendix B thereto;

WHEREAS New Flyer provided a proposal to Trillium to sell, manufacture and deliver certain transit buses to DTPW;

WHEREAS Trillium's proposal provided for the provision of buses manufactured by New Flyer, New Flyer agrees to manufacture and deliver such buses to DTPW and the County agrees to provide payment for the ordered and delivered buses; and

WHEREAS the Parties desire to enter into this Agreement to describe the Parties' roles and responsibilities with respect to, among other things, the order, manufacture, delivery and payment of the buses;

NOW, THEREFORE in consideration of the mutual representations, covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### PURPOSE AND ROLES OF THE PARTIES.

The purpose of this Agreement is to provide DTPW with heavy-duty transit buses in a timely and efficient manner. To facilitate this purpose each Party has a specific role generally described as follows: (i) County shall fund the purchase of buses ordered by Trillium hereunder and in accordance with the bus specifications herein, and shall ensure the delivered buses are promptly inspected, communicating in writing either acceptance of the buses to New Flyer ("Final Acceptance"), or rejection of the buses, as

applicable, in accordance with the terms hereof; (ii) Trillium will order the buses, create a payment procedure and mechanism for New Flyer to be timely paid for the manufacture and delivery of buses and shall coordinate its obligations under the Master Developer Agreement with the bus delivery schedule; and (iii) New Flyer will manufacture and deliver the buses to DTPW in accordance with the technical specifications, as set forth herein and as may be hereinafter modified by New Flyer and DTPW from time to time.

Each Party understands and agrees that to execute these roles it is responsible for the obligations and duties described in this Agreement. The County acknowledges and agrees that notwithstanding that communication regarding the manufacture, delivery and acceptance of the buses may occur between DTPW, New Flyer and Trillium, the County shall be responsible for all obligations of DTPW hereunder, including, but not limited to, the obligation to pay for the buses.

#### 2. TERM.

This Agreement commences on the Effective Date and shall continue until New Flyer has manufactured and delivered all of the subject buses under the terms herein to the reasonable satisfaction of DTPW, which includes Final Acceptance of the buses by DTPW to New Flyer (the "Term"), unless otherwise terminated hereunder.

#### BUS TECHNICAL SPECIFICATIONS.

The buses shall be manufactured in accordance with the technical specifications set out in <u>Attachment A</u>, Bus Technical Specifications, as amended by the addenda set out in <u>Attachment B</u>, RFP and Subsequent Addenda, and the deviations taken by New Flyer and approved by the County as described in <u>Attachment C</u>, Deviations. The County may select the optional components described in <u>Attachment D</u>, Base Bus Pricing and Optional Components, and in such event, the price of the subject buses shall be adjusted in accordance with the pricing described in <u>Attachment D</u>.

#### CHANGE ORDER REQUESTS.

The County shall submit requests to make changes to the technical specifications, if any, ("Change Orders"), as set out herein and as may be agreed to by New Flyer. The County understands and agrees that such Change Orders must be received by New Flyer at least twenty-six (26) weeks prior to the line entry date of the buses to which the Change Order relates. The County shall be solely responsible for the timely submission of the Change Order and if it is submitted within twenty-six (26) weeks prior to the line entry date, the Change Order shall be automatically rejected. New Flyer shall promptly communicate to the County if such Change Order has been timely received for inclusion in the order line entry date and the impact to the bus unit price. The County shall have five (5) business days to either agree to the price change or withdraw the Change Order. If the County fails to respond within such five (5) business day period, the changes and additional costs shall be deemed rejected.

#### PRICE ADJUSTMENT RESULTING FROM REGULATORY CHANGES.

The Parties acknowledge that new and more stringent federal emissions standards have been legislated to be phased-in effective January 1, 2018. The Parties agree that a price adjustment in respect of the purchase of 2018 emission-compliant vehicles may be required, as described in <u>Attachment J</u>, 2018 Emissions Changes.

Notwithstanding any other provision contained herein, in the event that an additional price adjustment is required as a result of legislation or regulations that become effective after the receipt of an order by New Flyer for buses, such price adjustment shall be negotiated in good faith by the Parties.

### 6. <u>BUS PURCHASE PRICE</u>.

The bus prices are expressed in US Dollars as described in <u>Attachment D</u> and are exclusive of taxes ("<u>Base Bus Price</u>"). The Parties acknowledge and agree that these prices are for deliveries of buses in 2017 or 2018. The Base Bus Price is inclusive of all costs associated with the supply and delivery of the buses including all warranties, shipping and delivery. Base Bus Prices will not include:

- a. changes due to Optional Components and related pricing described in Attachment D;
- b. Change Orders requested by the County and approved by New Flyer;
- c. the application of the stipulated formula associated with any change in Producer Price Index as set out in <u>Attachment E</u>, Price Escalation Provisions, as applicable; or
- d. Any price adjustments made in accordance with Section 5.

### 7. ORDER QUANTITIES, DELIVERY, ACCEPTANCE AND REPAIRS.

<u>Bus Order Quantity:</u> Trillium will submit the bus order for 300 buses as specified herein (the "Bus Order"). The Bus Order shall be submitted by Trillium at least six (6) months (or other lead time agreed upon by the Parties) prior to a delivery date determined by the Parties in contemplation of the completion and ready for service date of the Central Bus Depot CNG Fueling Station constructed by Trillium in accordance with the Master Developer Agreement.

<u>Bus Delivery Schedule:</u> The delivery schedule for each tranche of the buses to be delivered to DTPW shall be in accordance with <u>Attachment K</u>, Bus Delivery Schedule. New Flyer shall comply with the agreed upon bus delivery schedules and shall bear the cost and risk associated with the delivery of the buses up to and including the time of delivery of each bus to DTPW.

<u>Final Acceptance</u>: Delivery of a bus to DTPW does not constitute Final Acceptance for the purpose of payment. Final Acceptance will be given by signed notification from the County's Project Manager or designee, and shall be given only after a thorough inspection by DTPW, except as provided for below. The inspection must demonstrate that the bus meets contract specifications and conditions and that the engineering, materials, and workmanship exhibit a level of quality and performance consistent with or exceeding industry standards. Final Acceptance includes successful completion of Buy America post-delivery audit.

<u>Inspection and Acceptance of Bus Procedure</u>: DTPW, or its authorized agent, shall endeavor within fifteen (15) calendar days after delivery of a bus to the Point of Delivery, to notify New Flyer, in writing, of formal

acceptance or non-acceptance of such bus. DTPW, or its authorized agent, will assess the bus in terms of compliance with the technical specifications as set out herein and as may be modified by New Flyer and DTPW from time to time. In the event of non-acceptance, DTPW shall provide New Flyer the particulars in writing of such non-acceptance and New Flyer shall respond by retrieval of the bus within five (5) days or as otherwise agreed between the Parties. If DTPW fails to notify New Flyer of acceptance or non-acceptance within twenty-five (25) calendar days, then the bus or buses are deemed to have been conditionally accepted.

Repairs after Non-Acceptance (or Conditional-Acceptance): At the sole option of the County, New Flyer or its designated representative (which may be DTPW as provided for, and in accordance with, below) shall correct any defects identified by DTPW. In the event that New Flyer fails or refuses to begin the requested repairs within seven (7) calendar days from the date of being provided the bus to make such repairs, or should New Flyer not promptly complete all such repairs to the satisfaction of DTPW within a reasonable period of time after being provided the bus, DTPW may opt to make arrangements for the work to be done and invoice New Flyer for all reasonable costs incurred within thirty (30) calendar days of written notification regarding such costs. New Flyer shall pay such invoice within thirty (30) calendar days of receipt.

If DTPW conditionally accepts the bus, the County shall pay the purchase price for the bus to New Flyer, less an amount equal to the cost of rectifying the identified defects, as determined by DTPW and New Flyer, acting reasonably. The County shall pay New Flyer the withheld amount within five (5) business days of the defects relating thereto being resolved to the satisfaction of DTPW, acting reasonably.

<u>Risk of Loss</u>: DTPW shall assume risk of loss for each bus on delivery. Prior to delivery, New Flyer shall have risk of loss of the bus, including any damages sustained during delivery.

Repairs by New Flyer: DTPW shall make any bus requiring repairs available to New Flyer or its designated representative for the purposes of completing such repair(s). New Flyer shall provide, at its own expense, all spare parts, tools, personnel, and space required to promptly complete the repairs. At DTPW's option, New Flyer may be required to remove the bus from DTPW's property while repairs are being completed. If a bus is removed from DTPW's property, New Flyer representatives must diligently pursue repair procedures, and New Flyer shall assume all risk of loss until the bus is returned to DTPW.

<u>Repairs by DTPW:</u> If DTPW opts to make the repairs, it shall use New Flyer specified parts available from its own stock or those supplied by New Flyer specifically required for such repair.

<u>New Flyer Supplied Parts:</u> If New Flyer supplies parts for the work being performed by DTPW, such parts shall be shipped prepaid to DTPW within ten (10) calendar days after receipt of the request for said parts.

Reimbursement for Defects and DTPW Stock Parts: New Flyer shall bear the cost of all parts and materials necessary to repair the defect, and reimburse DTPW for any DTPW stock parts or costs DTPW incurs in the repair. The reimbursement shall be at the current replacement cost plus applicable taxes. Alternatively, New Flyer may elect to replace the parts at no cost to DTPW.

<u>Return of Defective Components:</u> New Flyer may request that any parts replaced under this Agreement be returned to New Flyer, at New Flyer's cost.

<u>Reimbursement for Labor:</u> New Flyer shall reimburse DTPW for any labor provided by DTPW to correct defects. The amount shall be determined by multiplying the number of person-hours required to correct the defect (based on standard repair times set out in the New Flyer Xcelsior Standard Repair Times Manual) by an all-inclusive shop rate of \$70.00 per hour.

Reimbursement for Warranty Labor and/or Parts: New Flyer shall reimburse DTPW by check for warranty labor and/or parts, within sixty (60) calendar days of receipt of a valid warranty claim. DTPW will have the option of accepting reimbursement through parts credits, if applicable.

## 8. <u>TITLE, NEW FLYER WARRANTY AND TRILLIUM'S DISCLAIMER OF WARRANTY.</u>

Upon the acceptance or deemed acceptance of a bus by DTPW, New Flyer shall deliver title for each such bus in a form which complies with Florida law. The County shall be liable for payment of the bus upon acceptance or deemed acceptance of the bus, in accordance with the payment terms herein. New Flyer warrants that each title conveyed to the County, which occurs at the time of acceptance or deemed acceptance of the bus by DTPW, shall be free and clear of all encumbrances. DTPW shall be responsible, at its cost, for completing the registration of each bus in accordance with Florida law. If Trillium incurs any fees, taxes, or expenses imposed by a third-party related to or arising from the ordering of buses hereunder, then Trillium shall advise the County and obtain County written approval should Trillium desire for the County to reimburse Trillium for any and all such fees, taxes and expenses. All New Flyer manufacturer and part and equipment warranties of its suppliers, to the extent transferrable, shall be transferred to the County.

NOTWITHSTANDING ANY OTHER PROVISION HEREUNDER, THE PARTIES ACKNOWLEDGE AND AGREE THAT TRILLIUM WILL AT NO TIME TAKE POSSESSION OR CUSTODY OF THE BUSES DESCRIBED HEREIN AND TRILLIUM MAKES NO REPRESENTATION, WARRANTY, OR COVENANT (WHETHER EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE BUSES AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE BUSES OR ANY COMPONENT THEREOF.

## 9. <u>INVOICING AND PAYMENT TERMS.</u>

New Flyer warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as it deemed necessary in order to determine the price to provide the buses, option items, training, spare parts and special tools under this Agreement. The compensation for all goods and services in this Agreement shall be as specified in <a href="Attachment B">Attachment B</a>, Base Bus Pricing and Optional Components and <a href="Attachment G">Attachment G</a>, Pricing for Training, Spare Parts and Special Tools. The County shall have no obligation to pay either New Flyer or Trillium any additional sum in excess of these amounts, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and New Flyer. The Parties acknowledge that there is no markup or administrative fees to be paid to Trillium for the goods or services herein. All work or services undertaken by New Flyer before the County's approval of this Agreement shall be at New Flyer's risk and expense.

Invoicing and payment shall be as follows and as further defined in Attachment F. Payment Terms:

- a. Trillium will set up a bank account at a bank of Trillium's choosing for the receipt of funds from the County for the purchase of the buses ("Bus Funding Account").
- b. Trillium will request to the County, and complete all forms necessary, to be set up in the County financial system to receive payments via Automated Clearing House credit transfer ("ACH"). Otherwise, the County will pay via check.
- c. New Flyer shall invoice Trillium as described in <u>Attachment F</u>, Payment Terms, and Trillium shall promptly provide the County with said invoice and request the County to credit the funds to the Bus Funding Account via ACH transaction, if receipt of payments via ACH was set up by Trillium, otherwise payment will be via check. The County shall pay such invoiced amount to the Bus Funding Account based upon the payment terms herein and in <u>Attachment F</u> hereto. Upon Trillium's confirmation of the receipt or deposit of funds in the Bus Funding Account, Trillium shall promptly notify and authorize New Flyer to draft such invoiced amount from the Bus Funding Account.
- d. An invoice shall be prepared by New Flyer for each bus in accordance with the bus price in this Agreement. Each invoice shall include the bus Vehicle Identification Number, type of bus delivered, Point of Delivery, the bus Final Acceptance date by DTPW, the unit price for the bus, the total amount owed, and the applicable payment terms as described herein.

#### 10. MATERIALS, WORKMANSHIP and INSPECTION.

All buses, materials and workmanship to be provided by New Flyer to DTPW hereunder, shall comply with Buy America regulations, and shall be manufactured in compliance with the technical specifications as set out herein and as may be modified by New Flyer and DTPW from time to time. New Flyer shall provide a warranty on each bus as described in <u>Attachment I</u>, New Flyer Warranty Provisions.

Quality of Materials: New Flyer shall furnish all materials required to complete each bus. The materials furnished shall be new and shall be free from impurities, defects, and imperfections impairing strength, durability and appearance. They shall be of good commercial quality for the purposes specified, with structural properties to withstand the strains and stresses to which they will be subjected in normal service in Miami-Dade County, Florida. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the technical specifications, as set out herein and as may be modified by New Flyer and DTPW from time to time, shall be incorporated into the buses.

<u>Equivalent Materials and Equipment:</u> New Flyer shall manufacture and supply each bus with the components and materials in accordance with the technical specifications; as set out herein and as may be modified by New Flyer and DTPW from time to time, unless substitutions become necessary and are agreed to by DTPW. Any substitution of an article or material shall be at least equivalent in quality and suitable for the purpose intended. Substitutions will be permitted hereunder subject only to the following:

- a. Any such substitution shall require prior approval in writing by DTPW;
- b. Any such substitutions shall not result in any additional cost to the County for the bus;
- c. All requests by New Flyer for approval of substitutions shall be made to DTPW in writing and accompanied by supporting information;

- d. The burden of proof of at least equal quality and of suitability for the purpose intended shall be upon New Flyer and all information and tests related to such proof shall be free of cost to the County; and
- e. Whenever classification, rating or other certification by a recognized organization (such as the American Society for Testing and Materials (ASTM), or recognized national standard) is a part of the technical specifications for any material, any substitution of alternative materials shall be accompanied by certification from the appropriate organization that the substitution complies with the requirements of the technical specifications.

<u>Defective Material</u>: Material or equipment intended for use on each bus, or parts thereof, which is found to be not in conformance with this Agreement, shall be clearly marked and so disposed of as to ensure that it will not be used or offered for use again on any other bus manufactured hereunder unless and until proper material or equipment has been substituted or other corrective action taken to the satisfaction of the DTPW.

<u>Maintainability</u>: The Parties agree that it is imperative that the buses be easily maintainable in accordance with industry standards, which depends upon part accessibility, ease of component exchange, use of common as opposed to special tools, clear and comprehensive manuals and drawings. The design must minimize the variety of sizes and types of fasteners to minimize the variety of required tools, practices and spare parts. The design must accentuate servicing accessibility and the use of reliable quick fasteners. It must not be unreasonably necessary to disconnect piping, move apparatus or other obstacles before servicing or removing apparatus needing regular maintenance. Panels and suitable sub-assemblies should make the greatest possible use of swing-out, slide-out or foldout features for convenient access to components. All lubrication fittings must be located and positioned so that they can be serviced with basic lubricating devices without the need to make alterations to the types, location and position of the fittings.

<u>Welding:</u> Welding procedures, materials and qualifications of welding operators shall be in accordance with CSA W59-03 and standards of ASTM and AWS. Where visible, welds shall have a finished appearance. All metals to be joined by welding shall have their contact surfaces free of scale, grease and paint. Where non-anodized metal is riveted or bolded to metal, contact surfaces shall be thoroughly cleaned and properly primed.

<u>Protection from Road Dirt:</u> Design of the bus shall be such that excessive road dirt is not deposited on the windows and exterior panels.

<u>Fire Retardant Materials:</u> Each bus shall be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations and any other requirements of the applicable law. These provisions shall include, where required by applicable law, the use of fire-retardant/low-smoke materials, firewalls, and facilitation of passenger evacuation. All interior materials (except the plywood floor), where required by applicable law, shall be fire retardant and must meet the requirements of FMVSS 302. New Flyer shall advise which, if any, interior materials fail to meet FMVSS 3302.

Other: No foamed plastic or urethane insulation shall be used anywhere in any of the buses. Neoprene is acceptable. The use of Asbestos or Asbestos products is not permitted.

<u>Factory Inspection</u>: DTPW reserves the right to inspect the ordered buses or have the inspection carried out by a third party, at New Flyer's plant during the manufacture of the buses. The cost of the inspection is the responsibility of DTPW. New Flyer and DTPW shall agree, on a good faith basis, as to the applicable quality and inspection standards prior to the manufacture of the buses. New Flyer will facilitate the bus inspection and correct, at its cost, any identified deficiencies or defects consistent with this Agreement.

#### 11. FORCE MAJEURE.

None of the Parties shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by the failure or neglect of the other Part(ies), or an event beyond its reasonable control, notwithstanding the exercise of due diligence, which includes but is not limited to, acts of duly constituted governmental authority, acts of God, natural disasters, acts of war, acts of the public enemy, terrorism, war, blockades, insurrections, riots, epidemics, civil disturbances, unavoidable breakage or accident to machinery or lines of pipe, exhaustion or depletion of supplies of gas, freezing of wells, equipment or lines of pipe, and electrical power to the County, labor disruptions, strikes, lockouts, or other industrial disturbances, shortages or unavailability of supplies or services (each an "Event of Force Majeure").

If a Party seeks to excuse itself from its obligations under this Agreement due to an Event of Force Majeure, that Party shall immediately notify the other Parties of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If New Flyer seeks to excuse its performance hereunder for any Event of Force Majeure relating to shortages or unavailability of supplies or services, New Flyer shall first use commercially reasonable efforts to mitigate or negate the effect of such delay. Any New Flyer Event of Force Majeure relating to shortages or unavailability of supplies or services shall not entitle DTPW to terminate this Agreement where the delay is less than ninety (90) calendar days. Upon notification by New Flyer of an Event of Force Majeure, the time for completion of the work and/or delivery dates shall be suspended for the duration of the Event of Force Majeure and shall be extended by a reasonable period of time after such Event of Force Majeure has ended in order for New Flyer to complete the work or deliver the buses.

### 12. LIQUIDATED DAMAGES – DELIVERY / WARRANTY REPAIRS.

It is mutually understood and agreed by and between the Parties that time is of the essence with respect to the delivery of the buses or completion of the warranty work and that in case of any failure on the part of New Flyer to deliver the buses within the delivery schedule or complete the warranty work within the agreed schedule, except for any delay as provided for in this Agreement (e.g., Event of Force Majeure) or any extension thereof, that the County may be damaged thereby. As the amount of said damages is difficult to define or prove, the Parties hereby agree that the amount of such liquidated damages incurred by the County for delivery delays is an aggregate of \$50 per business day per bus for the first forty (40) business days, and thereafter \$150 per calendar day per bus (up to a maximum of 365 calendar days). The amount of such liquidated damages incurred by the County for warranty work delays is an aggregate of \$150 per calendar day per bus that is out of service for more than sixty (60) calendar days after notification by DTPW. The above described liquidated damages will be calculated from the date DTPW notifies New Flyer of the said damages.

New Flyer hereby agrees to pay said damages amounts as fixed, agreed and liquidated damages, and not by way of penalty, and agrees that the County will deduct the amount of the damages from money due to New Flyer under this Agreement, computed as stated above as a deduction to the Base Bus Price. If the monies payable to New Flyer are insufficient or no monies are payable to New Flyer, New Flyer shall pay the County the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the County. The County shall issue such written demands and actively pursue all such reductions, and all deductions arising out of this Section will be reflected in the corresponding invoice from New Flyer.

The payment of aforesaid fixed, agreed and liquidated damages shall be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind whatsoever that may be suffered by the County and/or Trillium arising at any time from the failure of New Flyer to fulfill the obligations under this Agreement.

New Flyer shall be solely responsible for the liquidated damages described in this Section and the Parties agree that Trillium will have no liability to the County or New Flyer whatsoever for the assessment of liquidated damages described herein.

#### 13. TERMINATION.

In addition to any other termination rights hereunder, if at any time the Master Developer Agreement is terminated, this Agreement shall also be terminated and the County shall pay for all outstanding bus orders it has placed with Trillium for the New Flyer buses that cannot be canceled, subject to the bus delivery and acceptance provisions contained herein, to the date of termination. For a cancelable order, the County shall pay the amount to cancel the order, should the County choose to cancel the order, which may include contract close-out costs and profit on work performed up to the time of termination.

<u>Termination for Default</u>: Upon the occurrence of any of the following events or acts of default (each an "Event of Default"), a Party who is not in default of its obligations hereunder may terminate this Agreement and the rights of the other Parties hereunder, as set forth below:

- a. A Party fails to perform or defaults in the performance of any material term, condition, provision, covenant, warranty or undertaking contained in this Agreement, and remains unremedied as follows: After a Party has provided written notice to the Party in default, the Party in default (i) fails within thirty (30) calendar days, to provide a mutually agreeable remedial plan (the "Remedial Plan") by which it will remedy any failure or default in the performance of any of its material obligations under this Agreement; or (ii) having provided the Remedial Plan, fails to remedy such default in accordance with the Remedial Plan; or
- b. A Party is unable to pay its obligations when they come due and, after a Party has provided written notice to the Party in default, the Party in default fails within sixty (60) calendar days to remedy the default; provided, however, that such default shall not apply to disputed amounts; or
- c. A Party is a part of any formal or informal proceeding for the dissolution of, liquidation, or winding up of, the affairs of a Party is instituted; or
- d. A Party ceases or threatens to cease to carry on its business; or

- e. A Party creates, suffers or permits to be created or levied upon the buses, or any part thereof, a charge, mortgage, lien, encumbrance, execution, sequestration, extent or other process of any court, or any distress, receiving order or analogous process; or
- f. A Party is adjudged bankrupt or becomes insolvent, or petition in bankruptcy (or a similar analogous action) is filed against it; or
- g. A Party makes an assignment for the general benefit of its creditors, makes a proposal under any bankruptcy or, debtor relief or arrangement legislation, or whether proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of a Party; or
- h. Any certificate, statement, representation, warranty or report made by a Party in connection with this Agreement was found to be false or misleading in any material respect at the time of its making and which materially affects another Party's ability to perform under this Agreement.

For Events of Default as outlined above, and expiration of the remedy period as applicable, the Party who is not in default may terminate this Agreement, and the rights of the other Parties hereunder, with five (5) days' prior written notice to such effect to the other Parties.

In the event this Agreement is terminated due to an Event of Default, the responsible Party (as described in this Agreement) shall be liable for the payment of any balance due pursuant to this Agreement to the other Party or Parties, as applicable, as of the date of termination.

#### 14. CONFIDENTIALITY.

Any and all information obtained by any of the Parties pursuant to this Agreement shall be deemed strictly confidential. The Parties agree not to disclose such information, in whole or in part to any third party, or to publish it publicly, without prior written agreement of the other Part(ies), except as required by law, regulation or legal process. The Party being required to disclose the information shall only disclose the portion of information which it is legally required to disclose. The obligations in this Section shall survive the termination or expiry of this Agreement.

#### 15. INDEMNITY AND INSURANCE.

New Flyer agrees to indemnify and hold harmless the County and Trillium and their officers, employees, agents and instrumentalities from and against any and all third-party proven liability, loss, costs, damages and expenses (including legal, expert and consultant fees), including for bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to any negligent acts or omissions of New Flyer or its directors, officers, agents, employees, subcontractors, suppliers or independent contractors in the course of performance of New Flyer's obligations under this Agreement. The obligations contained in this Section shall survive the termination or expiry of the Agreement.

Further indemnification provisions between Trillium and the County can be found in the Master Developer Agreement.

New Flyer agrees to put in effect and maintain for the Term, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of New Flyer would maintain in full force and effect beyond the Term, to include the following policies of insurance:

- A. Worker's Compensation Insurance for all employees of New Flyer as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a Comprehensive basis including Products and Completed Operations in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County and Trillium must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, including Garage Keepers Legal Liability, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

New Flyer shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained. In addition to the referenced certificates, Miami-Dade County reserves the right to request the applicable policy(ies) in its entirety in the case of a discrepancy or if an issue is raised that requires review of the policy(ies).

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ:** 

MIAMI-DADE COUNTY 111 NW 1st STREET SUITE 2340 MIAMI, FL 33128

Award of this Agreement is contingent upon the receipt of the insurance documents by the County within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, New Flyer shall have an additional five (5) business days to submit a corrected certificate to the County. If New Flyer fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, New Flyer shall be in default of the contractual terms and conditions and this Agreement may be terminated, unless such timeframe for submission has been extended by the County.

New Flyer shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of this Agreement. If insurance certificates are scheduled to expire during the contract period, New Flyer shall be responsible for submitting new or renewed insurance certificates to the County. In the event that expired certificates are not replaced with new or renewed certificates which cover the Term, the County may suspend this Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein. Thereafter, the County may, at its sole discretion, terminate this Agreement.

Compliance with the foregoing requirements shall not relieve New Flyer of its liability and obligations under any section in this Agreement.

#### 16. TAXES.

New Flyer agrees to ascertain, collect and remit when due, all exigible federal, state taxes, duties or like charges on the amounts received by New Flyer hereunder for the manufacture, sale, and delivery of the buses under this Agreement. The amount of taxes owing and payable shall be included in New Flyer's invoice for the bus, in addition to the Base Bus Price. The County shall be liable for payment of said taxes, as applicable, except to the extent that the County is exempt from paying all or part of the aforesaid taxes.

#### 17. FEDERAL TRANSIT ADMINISTRATION PROVISIONS.

New Flyer confirms that all buses supplied shall comply with the provisions of <u>Attachment H</u>, Federal Transit Administration Provisions.

Executive Order 11-02 which requires all Florida State agencies under the direction of the Governor to use E-Verify to confirm the employment eligibility of all current and prospective employees (including subcontractors) assigned to perform work pursuant to a state agency contract. Executive Order 11-116 clarifies that the requirement for state contractors to use E-Verify applies to "all contracts for the provision of goods and services to the state in excess of nominal value." In accordance with the State requirement, Miami-Dade County requires all vendors doing business with the County who are awarded state-funded contracts to verify employee eligibility using the E-verify system.

#### GENERAL PROVISIONS.

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall constitute a waiver of this provision.

This Agreement including its attachments shall constitute the entire agreement between the Parties with respect to the matter referred to herein and may not be amended or modified in any respect except by written instrument signed by the Parties hereto. However, the Parties acknowledge that Trillium and the County have entered into a Master Developer Agreement and that this Agreement is a Sub-Agreement to the terms and conditions of that Master Developer Agreement.

Any notice or communication required to be given to the Parties shall be in writing and may be delivered, mailed by registered mail, or sent by email and shall be deemed delivered:

- if personally delivered to the addressee at the address hereinafter set forth;
- if addressed to such Party at its address as set forth hereafter or to such other address as such Party may by notice in writing furnish to the other Parties;
- on the fifth (5th) day after the day the same was deposited in a public post box or post office in the case of dispatch by registered mail; or,
- on the business day following date of confirmed transmission in the case of dispatch by email.

### To the County as follows:

## to the Project Manager:

Miami-Dade County
Department of Transportation and Public Works
701 NW 1 Court, Suite 1700
Miami, FL 33136
Attention: Director
Phone: (786) 469-5675

E-mail: alice.bravo@miamidade.gov

and,

## to the Contract Manager:

Miami-Dade County Internal Services Department Procurement Management Division 111 N.W. 1 Street, Suite 1300 Miami, FL 33128 Attention: Assistant Director

Attention: Assistant Director Phone: (305) 375-2363

E-mail: singer@miamidade.gov

#### If to Trillium as follows:

Trillium Transportation Fuels, LLC 1111 Bagby, Suite 2400 Houston, Texas 77002 Attention: General Manager E-mail: Bill.Cashmareck@trilliumcng.com

With a copy to:

1111 Bagby, Suite 2400 Houston, Texas 77002 Attention: General Counsel E-mail: morris.collie@loves.com

### If to New Flyer as follows:

New Flyer of America, Inc.
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4
Attention: Director, Sales and Business Development
E-mail: jennifer\_mcneill@newflyer.com

#### With a copy to:

New Flyer of America, Inc.
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4
Attention: Executive Vice President, General Counsel
E-mail: colin\_pewarchuk@newflyer.com

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument.

This Agreement shall enure to the benefit of and be binding upon the Parties hereto. A Party may not assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in order to obtain the consent of the Parties, the requesting Party shall demonstrate to the reasonable satisfaction of the other Parties that such assignment or change in control shall not detrimentally impact the position of the Parties under this Agreement.

All monetary amounts referred to herein shall refer to lawful currency of the United States (US Dollars).

Division of this Agreement into articles and sections is for convenience and reference only and shall not affect the interpretation or construction of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of Florida and each of the Parties hereto agrees irrevocably to conform to the exclusive jurisdiction of the courts of Miami-Dade County, Florida.

If any section, clause or paragraph, or portion thereof, of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section, clause or portion thereof shall be severed from the remainder of this Agreement.

The Parties hereto agree that this Agreement may be transmitted by email or such similar electronic format and that the reproduction of signatures by portable document format (PDF) or similar format in counterpart or otherwise will be treated as binding as if originals, and each Party hereto undertakes to

provide the other Party hereto with a copy of this Agreement bearing original signatures forthwith upon demand.

Nothing hereunder shall limit or prevent any Party from taking whatever further action at law or in equity against the other Party(ies).

### 19. INSPECTOR GENERAL.

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, New Flyer and Trillium shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the prices herein and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to New Flyer and Trillium, their officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the New Flyer or Trillium in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the New Flyer or Trillium or any third party.

According to Section 2-1076 of the Code of Miami-Dade County, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract, is applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments. The audit cost shall also be included in all change orders and all contract renewals and extensions. The above application of one quarter (1/4) of one percent fee assessment shall not apply to this Contract which may be federally or state funded where federal or state law or regulations preclude such a charge. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained herein shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals,

activities of New Flyer and Trillium, their officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to New Flyer and Trillium from the Inspector General or IPSIG retained by the Inspector General, New Flyer and Trillium shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in New Flyer's and Trillium's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

NEW FLYER OF AMERICA,

INC. Per:

Title: EVP SUPPLY MGMT.

CHOPPICACH INCOMENTS

I have authority to bind the Corporation.

Attest: Corporate Secretary/

**Notary Public** 

MIAMI-DADE COUNTY

FUELS, ILC

Per:

Mamfon P. Fjeld-Hansen

Vice President Title:

I have authority to bind the

County

Attest:

Clerk of the Board

I have authority to bind the Corporation.

TRILLIUM TRANSPORTATION

Attest: Corporate Secretary/

**Notary Public** 

Approved as to form and legal sufficiency

Title:

Assistant County Attorney

ASHLEY DUPLECHIEN Notary Public, State of Texas Comm. Expires 02-17-2020 Notary ID 130542796

| • |  |
|---|--|
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |

## Attachment A:

**TECHNICAL SPECIFICATIONS** 

**HEAVY DUTY FORTY-FOOT** 

COMPRESSED NATURAL GAS (CNG)

LOW FLOOR TRANSIT BUSES

 $\frac{\text{http://www.miamidade.gov/procurement/library/2014-05-23-Technical-Specifications-CNG-Transit-Buses.pdf}$ 

## Attachment B:

### RFP and ADDENDA

| ADDENDUM NO. 1 | Dated June 24, 2014      |
|----------------|--------------------------|
| ADDENDUM NO. 2 | Dated July 17, 2014      |
| ADDENDUM NO. 3 | Dated August 1, 2014     |
| ADDENDUM NO. 4 | Dated August 18, 2014    |
| ADDENDUM NO. 5 | Dated August 22, 2014    |
| ADDENDUM NO. 6 | Dated September 6, 2014  |
| ADDENDUM NO. 7 | Dated September 8, 2014  |
| ADDENDUM NO. 8 | Dated September 9, 2014  |
| ADDENDUM NO. 9 | Dated September 24, 2014 |

## Available at:

RFP: <a href="http://www.miamidade.gov/procurement/library/rfp/00096/Packet-for-Bid-RFP-00096.pdf">http://www.miamidade.gov/procurement/library/rfp/00096/Packet-for-Bid-RFP-00096.pdf</a>

Addenda 1-8: http://www.miamidade.gov/procurement/library/rfp/00096/rfp-00096-1-8.pdf

Addendum 9: <a href="http://www.miamidade.gov/procurement/library/rfp/00096/rfp-00096-no-9.pdf">http://www.miamidade.gov/procurement/library/rfp/00096/rfp-00096-no-9.pdf</a>

### Attachment C:

## **DEVIATIONS**

Although the specifications from RFP-00096 and subsequent addenda have not been revised, the following deviations shown in Table 1 and Table 2 below, have been approved or acknowledged.

Table 1: Previously Accepted / Acknowledged Deviations

| AE | Page | Section  | Dev. Title              | Reference   | Dev. Description   |
|----|------|----------|-------------------------|---|--|
| 1  | 172  | WR.1.1.2 | Complete Bus            | The complete bus, propulsion system, components, major subsystems, and body and chassis structure, are warranted to be free from Defects and Related Defects for one year or 50,000 miles, whichever comes first, beginning on the date each bus is put into service.   | New Flyer's proposal is based on providing that the basic bus is warranted and guaranteed to be free from defects and related defects for one year or 50,000 miles, whichever comes first, beginning on the date each bus is put into revenue service or 14 days after the bus has been accepted, whichever occurs first.  |
| 2  | 172  | WR 1.1.3 | Subsystems & Components | Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the time and/or mileages given.  The following warranty periods and/or mileage shall apply:  Radiator - 6 years/Unlimited miles  Transmission - 5 years/unlimited miles Push Button Shift Selector (PBBS) - 5 years/unlimited miles Basic Body Structure - 12 years/Unlimited miles Body Structure Corrosion - 12 years/Unlimited miles | New Flyer's proposal is based on providing the following whichever occurs first warranties:  Radiator - 5 years/250,000 miles Transmission - 5 years/300,000 miles. Push Button Shift Selector (PBBS) - 5 years/300,000 Basic Body Structure & Body Structure Corrosion - Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier. The body and body structure are warranted to be free from defects, related defects, and to maintain structural integrity for three years or 150,000 miles, whichever comes first.  Chassis Structure, Consists of all components that are welded together to form the main frame (skeleton) and body construction, and are warranted against corrosion failure and/or fatigue failure sufficient to cause a Class 1 failure for a period of 12 (twelve) years or 500,000 miles, whichever comes first. |

| AE<br># | Page  | Section           | Dev. Title  | Reference  | Dev. Description   |
|---------|-------|-------------------|---|--|--|
| 4       | 49    | TS23              | Corrosion   | "The bus shall not corrode from atmospheric conditions and road salts. The bus shall be constructed using only inherently corrosion-resistant materials and fasteners to minimize deterioration" | CLARIFICATION  New Flyer acknowledge that our structure is approved per RFA #19 in addendum #4 provided no maintenance is required during the life of the bus. New Flyer will be responsible for the inspections and repairs should these be required during the life of the bus. We also would like to clarify that all bus structures do need maintenance regardless if it is Stainless Steel, Aluminum, or Carbon Steel. All bus manufacturers have specific maintenance written in their service manuals that the need user must follow. In this case and due to the fact that the specification calls from maintenance free structure, New Flyer is proposing a Maintenance Package in which New Flyer is responsible in following the inspections and the repairs in the structure when required following our service manuals procedures. |
| 6       | 44/63 | TS14.2/TS3<br>7.3 | Fittings and<br>Clamps/Air<br>Lines and<br>Fittings | All hoses shall be supported approximately every 12 in   | New Flyer's proposal is based in providing a coach with hoses supported approximately every 30 inches or less. New Flyer advises that system reliability would not be compromised and this design feature has been proven reliable in the transit industry as it is present in every single Xcelsior bus on the road today.  |
| 7       | 62    | TS37              | Pneumatic<br>System                                 | Test gauge ports for the air system shall be provided.   | New Flyer's proposal is based on providing an air system that does not required test gauges or sensors. Safe system reliability is monitor within the air tank gauges in dash panel (2 Gauges). All other systems do not require monitoring as any loss or air in the system will be shown in the front dash air gauges.   |
| 8       | 64    | TS37.5            | Air System<br>Dryer                                 | The SKF Brakemaster Dual<br>Turbo 2000 air dryer is an<br>approved air dryer for MDC<br>buses.   | New Flyer advises that due to better service support during the warranty period, New Flyer's proposal is based in providing the Bendix AD9 Tandem (Dual) Air Dryer. The specified air dryer has not been design within the Xcelsior air system structure and although we have designed this system in our previous bus platforms, system support has not been provided to New Flyer acceptable levels. IN addition to the proposes air dryer, New Flyer is also providing as an option the Haldex dual air dryer and as well as Graham White. All three air dryers are common in the Xcelsior fleet.   |

Table 2: New Flyer Deviations with Best and Final Offer

| AE<br># | Page  | Section         | Dev. Title                              | Reference  | Dev. Description   |
|---------|-------|-----------------|---|--|--|
| 3       | 174   | WR 1.4          | Fleet Defects                           | A Fleet Defect is defined as cumulative failures of twenty-five (25) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect shall apply only to the base warranty period in sections entitled "Complete Bus," "Propulsion System" and "Major Subsystems." When a Fleet Defect is declared, the remaining warranty on that item/component stops. The warranty period does not restart until the Fleet Defect is corrected. | New Flyer's proposal is based on providing fleet defect coverage for the limited base bus warranty period of 1-year/50,000 miles (whichever occurs first).  Fleet defect warranty does not apply to normal wear-and-tear items, contract specified components, or major components such as the engine, transmission, and HVAC. Major component manufacturers will not recognize and/or participate in fleet defect clauses, However, if the fleet defect specified percentage is reached on a major component, New Flyer will fully support and shall assist MDC with obtaining a remedy from the major component manufacturer. If a remedy to a Fleet Defect proposed by the manufacturer is not acceptable to MDC, acting reasonably, New Flyer shall use commercially reasonable efforts to work with the major component manufacturer to develop an alternative remedy that is acceptable to MDC, acting reasonable. |
| 5       | 44/63 | TS15/TS37.<br>3 | Radiator / Air<br>Lines and<br>Fittings | All coolant hoses shall be 4-ply silicone rubber or Gates blue strip hoses and the coolant hose clamps shall be stainless steel constant torque clamps.  | New Flyer submits its proposal on the basis of providing standard crimped end fittings manufactured by Manufi Rubber Industries and Aeroquip.  Equator 1 (EQ1) / Equator 2 (EQ2) / 2807 PTFE / GH100, to accommodate the different ratings as required.  The proposed hoses have been tested to meet and exceed the specification requirements and have been already proven reliable in the transit industry as it is used on every single New Flyer Xcelsior bus on the road today.   |

## Attachment D:

## BASE BUS PRICING AND OPTIONAL COMPONENTS

| Description  | Price     | Units | Quantity |
|--|-----------|-------|----------|
| Bus Price per the Technical Specifications up to 5 years   | \$529,900 | Each  | 300      |
| Option for ultracapacitor system per Technical             | \$3,869   | Each  | 300      |
| Specifications, TS 40.1.1                                  |           |       |          |
| Option for all electric HVAC per Technical Specifications, | \$19,461  | Each  | 300      |
| TS 52  |           |       |          |

Note: Miami-Dade County is exempt from all taxes (Federal, State, Local). Tax Exemption Certificate furnished upon request.

## Attachment E:

## PRICE ESCALATION PROVISIONS

No increase for buses ordered for delivery in 2017 or 2018.

Price indexed to PPI 1413 Truck and Bus Bodies for buses ordered for delivery after 2018.

#### Attachment F:

#### **PAYMENT TERMS**

Invoices and associated back-up documentation shall be submitted in duplicate by Trillium to the County as follows:

Miami-Dade County
Department of Transportation and Public Works
701 NW 1st Court, 13th Floor
Miami, FL 33136

Attention: Finance Division

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Miami-Dade County Code. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

## Attachment G:

# PRICING FOR TRAINING, SPARE PARTS AND SPECIAL TOOLS

| Description  | Price       | Units |
|--|-------------|-------|
| Training Program per Technical Specifications, TS 5.6        | \$261,312   | Lot   |
| County option for additional training in 40 hour blocks per  |             |       |
| Technical Specifications, TS 5.6                             | \$8,215     | Each  |
| Spare Parts and Equipment per Technical Specifications, SP 1 | \$2,474,193 | Lot   |

Table 1: Training Program Pricing

| DESCRIPTION                     | QTY HRS. | COMMENTS | SELLING<br>PRICE | CURRENCY |
|---------------------------------|----------|----------|------------------|----------|
| Maintenance Orientation         | 32       |          | \$6,571.84       | USD      |
| Multiplex Electrical            | 176      |          | \$36,145.12      | USD      |
| Entrance & Exit Doors           | 32       |          | \$6,571.84       | USD      |
| Brake Systems                   | 40       |          | \$8,214.80       | USD      |
| Air System                      | 40       |          | \$8,214.80       | USD      |
| Steering, Suspensions and Axles | 32       |          | \$6,571.84       | USD      |
| Body and Structure              | 32       |          | \$6,571.84       | USD      |
| Parts (use of manuals)          | 8        |          | \$1,642.96       | USD      |
| Maintenance Service             | 40       |          | \$8,214.80       | USD      |
| Wheelchair Ramp                 | 48       |          | \$9,857.76       | USD      |
| Towing and Recovery             | 16       |          | \$3,285.92       | USD      |
| Transportation                  | 40       | <u>.</u> | \$8,214.80       | USD      |
| Supervisory Orientation         | 20       |          | \$4,107.40       | USD      |
| Sub Total - New Flyer Training  |          |          | \$114,185.72     |          |

| DESCRIPTION                                  | QTY HRS.   | COMMENTS                 | SELLING<br>PRICE | CURRENCY |
|--|------------|--------------------------|------------------|----------|
| Engine & Fuel                                | 176        | provided by TTS          | \$39,776.00      | USD      |
| Transmission Maintenance                     | 72         | provided by TTS          | \$16,272.00      | USD      |
| HVAC Maintenance                             | 80         | provided by OEM          | \$18,080.00      | USD      |
| Fire Suppression/Gas Detection               | 16         | provided by OEM          | \$3,616.00       | USD      |
| Data Communications Systems                  | 100        | provided by OEM          | \$22,600.00      | USD      |
| Sub Total - OEM/Subcontractor Training       |            |                          | \$100,344.00     |          |
|  | Trainir    | g Aids                   | L                |          |
| DESCRIPTION                                  | QTY        | COMMENTS                 | SELLING<br>PRICE | CURRENCY |
| Bus Operator Training Video                  | 1          |                          | \$46,782.00      | USD      |
| Sub Total - Training Aids                    |            |                          | \$46,782.00      |          |
| Training Total (priced separate from         | bus price) | \$2                      | 61,311.72        |          |
|  | Optional   | Training                 |                  |          |
| DESCRIPTION                                  | QTY HRS.   | COMMENTS                 | SELLING<br>PRICE | CURRENCY |
| Additional Block of New Flyer<br>Training    | 40         | provided by New<br>Flyer | \$8,214.80       | USD      |
| Additional Block of Engine Training          | 40         | provided by TTS          | \$9,040.00       | USD      |
| Additional Block of Transmission<br>Training | 40         | provided by TTS          | \$9,040.00       | USD      |
| Additional Block of HVAC Training            | 40         | provided by OEM          | \$11,300.00      | USD      |
|  |            |                          |                  |          |

Table 2: Spare Parts Pricing

| ITEM | CUSTOMER<br>DESCRIPTION   | NF PARTS<br>DESCRIPTION  | NUMBER OF<br>REQUIRED<br>PRODUCT<br>SUB<br>COMPONENT<br>(S)<br>(IF<br>APPLICABLE) | BID QTY   | TOTAL UNIT<br>SELL PRICE TO<br>CUSTOMER<br>(\$ USD) | TOTAL SELLING PRICE TO CUSTOMER (\$ USD) | BILLABLE/<br>NON<br>BILLABLE |
|------|---|--------------------------|---|-----------|---|--|------------------------------|
| 1    | Spare Wheels - two<br>per bus, plus up to two<br>hundred fifty (250)<br>Wheels  |                          |   | 252       | \$329.26  | \$82,973.08                              | Billable                     |
| 2    | Spare Engines - up to<br>thirty (30) Engines<br>(Price is for Model<br>Year 2017 and will<br>increase for Model<br>Year 2018 per<br>Attachment J) |                          |   | 30        | \$35,414.54   | \$1,062,436.17                           | Billable                     |
| 3    | Spare Radiator/Charge<br>Air Electric Cooling Fan<br>Drive System Parts<br>Sets – up to twenty<br>(20) Sets                                       |                          |   | 20        | \$6,045.50  | \$120,910.00                             | Billable                     |
|      | Spare Air Conditioning<br>System Parts Sets - up<br>to twenty (20) Sets   |                          |   | 20        | \$19,193.25   | \$383,865.07                             | Billable                     |
| 4.a  |   | HVAC UNIT REAR<br>T15-M8 | 1   |           |   |  |                              |
| 4.b  |   | CPRSR-A/C X430<br>R407C  | 1   |           |   |  |                              |
| 5    | Spare Wheelchair<br>Ramps (Complete<br>Assembly) - up to ten<br>(10) Spare Wheelchair<br>Ramps  |                          |   | 10        | \$3,215.83  | \$32,158.28                              | Billable                     |
| 6.a  | Spare Destination Sign<br>Sets (Complete<br>system) - up to five (5)<br>Spare Destination Sign<br>Sets  |                          |   | 5         | \$9,653.45  | \$48,267.27                              | Billable                     |
| 6.b  |   |                          |   |           |   |  |                              |
| 6.c  |   |                          |   |           |   |  |                              |
| 6.d  |   |                          |   | ,         |   |  |                              |
| 6.e  |   |                          |   |           | 440.071.17  | 4400 714 60                              | D'II-1-1                     |
| 7.a  | Spare Body Parts Sets -<br>up to ten (10) Sets  |                          |   | 10        | \$13,274.17   | \$132,741.69                             | Billable                     |
| 7.b  |   |                          |   |           |   |  |                              |
|      | TOTALS  |                          |   | Billable: | \$1,863,351.56                                      | Non Billable:                            | \$0.00                       |

Table 3: Special Tools Pricing

| PAGE<br>REFERE<br>NCE | COMMENTS  | DESCRIPTION                                      | QUOTED PART # | BID QTY | SELLING<br>PRICE | CURRENCY |
|-----------------------|---|--|---------------|---------|------------------|----------|
|                       |   | Diagnostic Equipment & Special<br>Tools          |               |         |                  |          |
|                       | for use with<br>engine, trans,<br>and HVAC<br>diagnostics | Panasonic Toughbook CF53<br>Laptop Computer      | 108658        | 20      | \$37,623.12      | USD      |
|                       | for use with<br>engine and<br>trans<br>diagnostics        | Nexiq USB Link                                   | 6353474       | 20      | \$18,530.64      | USD      |
|                       |   | Cummins Insite Lite (1 year subsription)         | 6339520       | 20      | \$18,630.00      | USD      |
|                       |   | Cummins Insite CD Rom                            | 6338255       | 20      | \$468.72         | USD      |
|                       |   | Cummins ISL G Full Service Tool<br>Kit           | 6358621       | 20      | \$177,878.16     | USD      |
|                       |   | Alignment Tool - Flex Connector                  | 6360381       | 20      | \$12,077.28      | USD      |
|                       |   | Allison DOC Software                             | 6339222       | 10      | \$7,686.36       | USD      |
|                       |   | Kit - Allison Service Tools                      | 6360446       | 10      | \$65,840.76      | USD      |
|                       |   | Kit, WTEC III Breakout Box                       | 6448115       | 10      | \$22,176.00      | USD      |
|                       |   | Intelligaire III Diagnostic<br>Software & Cables | 6393934       | 10      | \$0.00           | USD      |
|                       |   | TK R407c A/C Tool Kit                            | 6397159       | 10      | \$163,088.04     | USD      |
|                       |   | Eng/Trans Dolly - Universal                      | 086444        | 5       | \$9,901.14       | USD      |
|                       |   | Vansco Training Board                            | 6444304       | 1       | \$64,800.00      | USD      |
|                       |   | Universal Flat Tow Bar Assy                      | 111248        | 6       | \$12,141.65      | USD      |
|                       | · · · · · · · · · · · · · · · · · · ·                     | 1  |               |         | \$610,841.87     |          |

## Attachment H:

## **Federal Transit Administration Provisions**

The Federal Transit Administration Provisions were provided in RFP No. 00096 and are attached to the Master Developer Agreement as Attachment 1.

# Attachment I:

**New Flyer Warranty Provisions** 



## New Flyer Proposal RFP 00096 or Miami, Dado Transit

# Compressed Natural Gas Program for Miami-Dade Transit

### SHE(CHICHARD THE CHINICALL PROPERTY AND MODES)

Proposal Section

<u>Title</u>

**Bid Submission Requirements** 

D-27

**Warranty Proposal** 

Warranty Coverage and Procedures in accordance with WR 1.

#### New Flyer Response:

Once your New Flyer bus is delivered to you, your regional product support manager will work with you to support delivery and acceptance of the bus, and then will continue to provide field support for all field & warranty campaigns. Warranty will be administered through iWarranty, our online warranty management system accessible through www.newflyer.com. Claims can be entered and monitored online, in real time, to simplify the process, reduce paperwork, costs and time spent managing your warranty process.

New Flyer is pleased to provide Miami-Dade Transit with a comprehensive Warranty Proposal including the following base warranties which meet or exceed your specification and industry standards:

- 5 Year / 300,000 mile Front and Rear Axle Base Warranty
- 6 Year LED headlight warranty
- 12 Year / 500,000 mile Structural Integrity and Corrosion Warranty
- 10 Year / unlimited Twin Vision Destination Sign Warranty
- 12 Year warranty on New Flyer Genuine LED Lighting

Attached is a comprehensive warranty proposal for Miami Dade Transit, along with warranty parchments and an overview of iWarranty.

|  | BASE WARRANITY               | NNT           |           | EXTENDED WARRANTY  | RRANTY                |            |   |
|--|------------------------------|---------------|-----------|--|-----------------------|------------|---|
| MAJOR COMPONENT DESCRIPTION                          | Gath (Coo                    | WARRANTYTERMS | YTERMS    | GI STATE OF THE ST | WARRANTY TERMS        | TERMS      | Suffirmary / Notes  |
|  | N GOLL                       | YEAR(S)       | Mileage   |  | ADDITIONAL<br>YEAR(S) | TOTAL      |   |
| Base Bus Warranty                                    | New Fiyer Industries Limited | -             | 50,000    |  |                       | TE EII     | Refer to the attached New Flyer Warranty Policy Document.<br>Excludes scheduled maintenance items, acts of nature, or normal consumables  |
| Basic Bus Sructure                                   | New Fiyer Industries Limited | е             | 150,000   |  |                       | LE LL S    | Refer to the attached Now Flyer Warranty Policy Document.  Body and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, caling, and driver's barrier.  |
| Chassis Structure (Integrity)                        | New Fiyer Industries Limited | 12            | 500,000   |  |                       | EO S A E   | Refer to the Attached New Flyor Warranty Policy Document. Chastis structure consists of all components that are welded together to form the main frame (skeleton) and body construction. Those warranty ferms exclude corrosion caused by aggrossive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventiative moasures are taken.   |
| Chassis Structure (Corrosion)                        | New Fiyer Industries Limited | 12            | 500,000   |  |                       | EO gat     | Refer to the Attached New Flyor Warranty Policy Document. Chassis structure consists of all components that are welded together to form the main frame (skeleton) and body construction. These warranty terms exclude corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unlass New Flyer approved preventative measures are taken.  |
| Chassis Structure (Corrosion<br>Mainlenance Package) | New Fiyer Industries Limited | 12            | 200'000   |  | į                     | <b></b>    | Refer to the attached Corrosion Inspection Plan. New Flyer will perform corrosion inspections at years 3.6.9 and 12 in accordance with the attached inspection document and will provide touch-ups as necessary.  |
| Engine   | Cummins                      | 2             | unlimited | Cummins  | es                    | 300,000    | Refer to the attached Cummins Warranty and Extended Warranty Parchments. All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base, year 3,4 &5 is major components only as per manufacturer's warranty document.  |
| Transmission   | Alison                       | И             | unimited  | Alison   | ю                     | 300,000    | Refer to the attached Allison Warranty Porchment. Some limitations and exclusions may apply. Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.  |
| Axle Rear  | MAN                          | ហ             | 300,000   |  |                       | Lu L s C S | Refor to the attached MAN Warranty Parchment Excludes matterance tenns & tienns that are not covered by the OEM's warranty. All fitchon materials are excluded from this limited warranty. West and third pay items supplied with the axe (e.g., stack actiuster, seats and bearings, shocks, air belows, redus rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document. |

|                             | BASE WARRANTY                | ΔN             |           | EXTENDED WARRANTY            | RRANTY                  |           |  |
|-----------------------------|------------------------------|----------------|-----------|------------------------------|-------------------------|-----------|--|
| MAJOR COMPONENT DESCRIPTION |                              | WARRANTY TERMS | 7 TERMS   |                              | WARRANTY TERMS          | ERMS      | Summary / Notice   |
|                             | PROVIDER                     | YEAR(S)        | Mileago   | PROVIDER                     | ADDITIONAL<br>YEAR(S) M | TOTAL     |  |
| Axis Front                  | MAN                          | S              | 300,000   |                              |                         |           | Refer to the attached MAN Warranty Parchment<br>Excludes maintenance items & items that are not covered by the OEM's warranty. All<br>irriction materials are excluded from this limited warranty. Wear and third party items<br>supplied with the take (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius<br>rods, briske chambers) are not included in the 5 year warranty. Please see manufacturor's<br>warranty document. |
| A/C                         | Thermo King                  | લ              | unlimited | Thermo King                  |                         | unlimited | Refer to the attached Therno King Warranty Parchment Some limitations and exclusions may apply. Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility.  |
| Brake System                | New Flyer Industries Limited | -              | 50,000    | New Flyer Industries Limited | -                       | 150,000   | Rofor to the attached New Flyor Warranty Policy Document.<br>Excludes friction material.   |
| Destination Signs           | Twin Vision                  | 10             | unlimited |                              |                         | 7,70      | Refer to the attached Twin Vision Warranty Parchment. Some Imitations and exclusions may apply. Please see manufacturer's worranty document. All part failures need to be handled through the destination sign supplier.   |
| Door Systems                | Vapor                        | ო              | 150,000   |                              |                         |           | Refer to the attached Vapor Warranty Parchment<br>Excluding maintenance items & items that are not covered by the OEM's warranty   |
| Air Compressor              | Cummins                      | Ø              | unlimited |                              |                         |           | Refer to the attached Cummins Warranty and Extended Warranty Parchments,   |
| Wheelchair Lift             | New Fiyer Industries Limited | -              | 50,000    | New Flyer Industries Limited | 2                       | mimited   | unlimited Rofor to the attached Now Flyer Warranty Policy Document.  |
| Alternator                  | Nichoff                      | 8              | 100,000   | New Flyer Industries Limited |                         | 150,000   | Refor to the attached New Flyer Warranty Policy Document.  |
| Electrical System           | Vansco                       | ო              | 150,000   |                              |                         |           | Rofer to the attached Vansco Warranty Parchment.<br>Excluding maintenence items & Items that are not covered by the OEM's warranty   |
|                             |                              |                |           |                              |                         |           |  |

14-054 Miami Dade Trunsit

Isauod 9/10/2014 5:33 PM

|                             | BASEWARRANTY                 | MITY           | NA SERVICE AND A SERVICE | EXTENDED WARRANTY            | RRANTY                |             |   |
|-----------------------------|------------------------------|----------------|--------------------------|------------------------------|-----------------------|-------------|---|
| MAJOR COMPONENT DESCRIPTION |                              | WARRANTY TERMS | 'Y TERMS                 |                              | WARRANTY TERMS        | TERMS       | Surmay / Notes  |
|                             | PROVIDER                     | YEAR(S)        | Mileage                  | PROVIDER                     | ADDITIONAL<br>YEAR(S) | TOTAL       |   |
| Pant                        | DuPont                       | ĸ              | unlimited                |                              |                       |             | Refor to the attached DuPont Warranty Parchment   |
| Floor Covering              | Alto                         | 12             | unlimited                |                              |                       |             | Refor to the attachod Altro Warranty Parchment. Warranty covers parts & labour and workmanship for the 1st year only. Warranty covers parts only as per manufacturer warranty document. Please refer to the attached warranty document. |
| Emission Control System     | Cummins                      | ß              | 100,000                  |                              |                       | <del></del> | Refer to the attached Cummins Warranty and Extended Warranty Parchments. Excluding maintenance items & items that are not covered by the OEM's warranty   |
| Radiator                    | ЕМР                          | ო              | 150,000                  | EMP                          | 5                     | 250,000     | Refer to the attached EMP Warranty Parchment and Waranty Policy Documents.  |
| Air Dryar                   | Bendix                       | -              | 100,000                  | New Flyer Industries Limted  | 2                     | 150,000     | Refer to the attached Bendix Warranty Parchment and New Flyer Warranty Policy Document.   |
| Alternator                  | Емр                          | ପ              | 400,000                  |                              |                       |             | Rofor-to-the-attached EMP-Warranty-Parchment-and-Waranty-Policy-Documents.  |
| Batteries                   | Interstate                   | 1              | 50,000                   |                              |                       |             | All battery failures need to be handled directly through the local battery supplier due to batteries cannot be shipped back to New Flyer due to being a dangerous good.   |
| Drive Shaft                 | New Flyer Industries Limited | <del></del>    | 20'000                   |                              |                       |             | Refer to the attached New Flyer Warranty Policy Document.   |
| Suspension Components       | New Fiyer Industries Limited | ·              | 50,000                   | New Flyer Industries Limited | ત્ય                   | 150,000     | 150,000 Refer to the attached New Flyer Warranty Policy Document.   |

Issued 9/10/2014 5:33 PM

| 끍      |
|--------|
| frans  |
| ,<br>9 |
| ä      |
| Abar   |
| 45     |
| 7      |

|  | BASE WARRANTY                | \$NTV    |           | EXTENDED WARRANTY            | RRANTY                |         |   |
|--|------------------------------|----------|-----------|------------------------------|-----------------------|---------|---|
| MAJOR COMPONENT DESCRIPTION                  | BEOMORA                      | WARRANTY | TY TERMS  | asunoad                      | WARRANTY TERMS        | / TERMS | Summay / Notes  |
|  |                              | YEAR(S)  | Mileage   |                              | ADDITIONAL<br>YEAR(S) | TOTAL   |   |
| Fire Suppression System                      | Amerex                       | e        | 100,000   | New Flyer Industries Limited | 0                     | 150,000 | Refer to the atfached Amerox Warranty Parchment, Some limitations and exclusions may apply - Please see manufacturer's warranty document.   |
| Passanger Seating                            | Amercian Seating             | ĸ        | unlimited |                              |                       |         | Refor to the attachod American Soating Warranty Parchment,<br>Excludes maintenence tiems & liems that are not covered by the DEM's warranty. Please see manufacturer's warranty document. |
| Windows Frams (Water Leakago & Condensation) | New Flyer Industries Limited | m        | 150,000   |                              |                       |         | Refer to the attached New Flyer Warranty Policy Document.   |
| Floor  | Greenwood Products           | 5        | unlimited |                              |                       |         | Rofer to the attached Greenwood Products Warranty Parchment   |
| Towing                                       | New Flyer Industries Limited | -        | 50,000    |                              |                       |         | Refor to the attached New Flyer Warranty Policy Document.   |
| Handling Charge 15%                          | New Fiyer Industries Limited | -        | 50,000    |                              |                       |         | Refer to the attached New Flyer Warranty Policy Document.   |



### iWarranty System



New Flyer Industries is the first heavy-duty Transit OEM to offer an internet-based warranty lifecycle management system. This user-friendly tool will enable you to streamline your warranty, claims and parts processing. It will give you total visibility into the claims process from start to finish, increasing ease of management and creating efficiencies across the entire warranty life cycle.

Get Connected.
To obtain your iWarranty login information contact:
Ph: 204.982.7098
E: iwarranty@newflyer.com

Customer Services Service Organization 25 DeBaets Street Winnipeg, Manitoba R2J 4G5 Canada Ph: 204.982.8400 Fx: 204.224.0248

Headquarters/Winnipeg Facility

711 Kernaghan Avenue Winnipeg, Manitoba R2C 3T4 Canada Ph: 204.224.1251 Fx: 204.224.4214 Get complete visibility into the claims process from start to finish.

Eliminate paper work by entering claims directly into the system.

Improve efficiency by responding with corrective action more quickly.

Receive faster payment as a result of reduction in processing time.

Speed problem discovery with early warning of possible product issues.

Manage and track all campaigns in real time, any time.

### Feature Highlights

- Instant access to an electronic copy of your warranty
- Self-service reporting capabilities, run standard reports or build your own custom reports
- Tracking of warranty claims on a bus-by-bus basis
- Visibility into the date your claims were paid along with the check number
- Status updates on parts requests
- Online maintenance of your warranty account information

The New Flyer Service Organization is always ready to solve your problems and get your bus up and running as soon as possible. iWarranty is just another step to making this happen faster.

With iWarranty, you will find that paperwork, follow-up calls, faxes and monthly reconciliations will be greatly reduced, and possibly no longer neccessary. You will have all the information that you need at your fingertips in real time. However, New Flyer Service is just a phone call away and is always here to support you through the warranty claims process and throughout the service life of your bus.

New Flyer, Miles Ahead.

www.newflyer.com



### **WARRANTY CLAIM POLICY**



- The purpose of this instruction is to ensure that warranty claims are properly processed, recorded and actioned in a timely manner through the New Flyer Industries ULC online warranty system.
- 2. Warranty period is based on the acceptance date of each coach.
- 3. Claims are to be submitted within thirty (30) calendar days from the date of failure.
- Claims submitted later than thirty (30) calendar days will not be accepted, acceptance of claims over (30) days will require approval by the Warranty Manager, and the Director of Customer Service
- 5. All Claim types, (Standard warranty, Coach down and Retrofit), will be submitted to New Flyer Industries using iWarranty. For information on using the online warranty system, please call 204-224-6722 or email iwarranty@newflyer.com.
- 6. The Regional Product Support Manager (RPSM) is responsible for reviewing and approving all claims. New Flyer Industries Warranty Department has the final claim approval authority.
- 7. The properties must include all applicable supporting documentation when forwarding claims. This documentation will consist of such things as; invoices for service performed by a third party, invoices for parts purchased from third party other than New Flyer Industries ULC parts department.
- 8. Claim submission to New Flyer Industries Warranty Department is the responsibility of the property.
- 9. All defective parts claimed on Warranty must be returned to New Flyer Industries for warranty evaluation within forty-five (45) days from the date of failure. In certain circumstances the RPSM at his discretion and or in concurrence with a Warranty Recovery Administrator or Warranty Manager, may determine to dispose of defective parts at the properties location, and this must be indicated on the Warranty Claim.
- 10. Returned defective parts must be identified with the New Flyer Industries parts tag (see page 3). All information (items 1 through 9) must be completed and the tag must be affixed to the defective part. Defective parts are to be shipped to New Flyer Industries ULC (see Page 4 for United States packing slip, page 5 for Canadian packing slip and page 6 for carriers).



| NEW FLYER INDUSTRIES |
|----------------------|
| FROM: 1              |
|                      |
|                      |
| DATE:                |
| PART #3              |
| Description4         |
|                      |
| SR #6                |
| VIN #7               |
| CLAIM #8             |
| IWARRANTY #9         |
|                      |
| NOTES:               |
|                      |
|                      |



### WARRANTY PARTS BEING RETURNED FOR CREDIT EVALUATION PACKING SLIP- USA



| Date of Shipmen  | t://                 |  |        |                  |   |                   |
|--|----------------------|--|--------|------------------|---|-------------------|
| Ship to :  |                      |  | From : |                  |   |                   |
| New Flyer Indust<br>2300 Progress D<br>Hebron, KY<br>41048 | ries Limited<br>rive |  |        |                  |   |                   |
| Attention : Warra  | inty Departm         | ent  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
| Part Number  | Claim<br>Number      | Part Descripti   | on     | Part<br>Quantity | Scrap<br>Value                          | Country of Origin |
| 4448=20000000000000000000000000000000000                   |                      | TOCH PRINCE OF THE PRINCE OF T |        |                  | 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        |                  |   |                   |
|  |                      |  |        | I                |   | 1                 |

Fax this packing slip to fax # 204-224-0248 Attn: Warranty Recovery Administrator or email to andre\_lavallee@newflyer.com. Also place a copy in the shipment box / crate.

| • |  |  |
|---|--|--|
|   |  |  |



### WARRANTY PARTS BEING RETURNED FOR CREDIT EVALUATION PACKING SLIP- CND



| From : |
|--------|
|        |
|        |
|        |
|        |

| Part Number                            | Claim<br>Number | Part Description | Part<br>Quantity | Scrap<br>Value |
|--|-----------------|------------------|------------------|----------------|
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |
| ************************************** |                 |                  |                  |                |
|  |                 |                  |                  |                |
|  |                 |                  |                  |                |

Fax this packing slip to fax # 204-224-0248 Attn: Warranty Recovery Administrator or email to andre\_lavallee@newflyer.com. Also place a copy in the shipment box / crate



### Shipping Instructions

The following Carriers are to be notified for pick up of Warranty Parts being returned



### **United States Customers**

| Chiamanta avan 470 navanda                | Chinmanta undar dEG naunda                 |
|---|--|
| Shipments over 150 pounds                 | Shipments under 150 pounds                 |
|   | Federal Express Ground                     |
| ESTES Express                             | Phone 1-800-463-3339                       |
| Phone: 1-877-268-4555                     |  |
|   | NOTE: Please specify to the FedEx          |
| Ship collect to New Flyer account 5022165 | operator that you are REQUESTING A         |
|   | CALL TAG going back to New Flyer           |
|   | Operator may need to be prompted to        |
|   | check the exception on the account if      |
|   | they state that New Flyer has to make this |
|   | call.                                      |
|   | New Flyer Account # 407816587              |



### **Canadian Customers**

| Shipments over 150 pounds | Shipments under 150 pounds                 |
|---------------------------|--|
|                           | Federal Express Ground                     |
| ATS                       | Phone 1-800-463-3339                       |
| Phone: 1-888-404-4292     |  |
|                           | NOTE: Please specify to the FedEx          |
| Or                        | operator that you are REQUESTING A         |
|                           | CALL TAG going back to New Flyer           |
| 514-733-8539 (Quebec)     | Operator may need to be prompted to        |
|                           | check the exception on the account if      |
|                           | they state that New Flyer has to make this |
|                           | call.                                      |
|                           | New Flyer Account # 326474207              |
|                           |  |



### **VIN Decal**

Located above the driver seat and to the left

| NEW FLVER   | / FLYER  |                            |
|---|--|----------------------------|
| DATE OF MANUFACTURE                               |  |                            |
| GROSS VEHICLE WEIGHT R                            |  | LB (KG)<br>TIRES           |
| GAWR: FRONT                                       | LB (KG)  | GOLD-SINGLE                |
| RIMS AT CENTER                                    | PSI (KPA)<br>LEI (KG)  | TIRES                      |
| RIMS AT   | PSI (KPA)  | COLD-DUAL                  |
| FEAR  | LB (KG)  | TIRES                      |
| RIMSAT  | PSI (KPA)  | COLD-DUAL                  |
| THIS VEHICLE CONFORM<br>VEHICLE SAFETY ST<br>MANU | S TO ALL APPLICABLE US A<br>ANDAROS IN EFFECT ON TO<br>FACTURE SHOWN ABOVE | EDERAL MOTOR<br>Me Date of |
| VI.N.   |  |                            |
| TYPE BUS  |  |                            |
| MODEL NO.   |  |                            |



|                          |  | Ney                                   |
|--------------------------|--|---------------------------------------|
|                          | WHEEL STUDS, FRONT AXLE (ONE SIDE)   |                                       |
| 0.8                      | TIRE & RIM ASSEMBLY, FRONT   | R&R                                   |
| 0.2                      | BRAKE DRUM, FRONT  | R&R                                   |
| 0.4                      | WHEEL STUD (QTY. OF 10)  | R&R                                   |
|                          |  |                                       |
| 8:0                      | TIRE & RIM ASSEMBLY, FRONT AXLE  |                                       |
| 0.8                      | TIRE & RIM ASSEMBLY, FRONT   | R&R                                   |
|                          | 。  |                                       |
| 7.0                      | BRAKE CHAMBER ASSEMBLY, FRONT AXLE (ONE SIDE)  |                                       |
| 0.5                      | BRAKE CHAMBER, FRONT   | R&R                                   |
| 0.2                      | BRAKE ADJUSTMENT (ONE FRONT WHEEL)   | ADJUSTMENT                            |
| 0                        | BRAKE DBIM FROME AVIE (ONE SIDE)   |                                       |
|                          | TIRE & BIM ASSEMBLY. FRONT   | B&B                                   |
| 0.3                      | BRAKE DRUM, FRONT  | R&R                                   |
|                          |  |                                       |
|                          | DRAGINIK   |                                       |
| t: 4.1                   | WHEEL BEARINGS (INNER & OUTER)   | R&R                                   |
| 4.5                      | FRONT AXLE & SUSPENSION (AXLE BIII.D)  | 2 Mech Borrd                          |
| 0.2                      | LEVELING LINK BRACKETS   | R&R                                   |
| 0.3                      | BRAKE CHAMBER AIR LINES  | R&R                                   |
| 0.5                      | DRAG LINK  | R&R                                   |
| 0.1                      | SHOCK RETAINING NUTS (LOWER NUTS ONLY)   | R&R                                   |
| ıstries Canada ULC © 200 | 9  | Page 1 of 25                          |
|                          | 0.8 0.2 0.4 0.8 0.5 0.6 0.3 0.4 1.4 0.6 0.3 0.3 0.2 0.3 0.5 0.3 0.5 0.3 0.5 0.1 1stries Canada ULC © 200 | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |



| Page 2 of 25   | <b>3 2006</b>                                   | New Flyer Industries Canada ULC © 2006 |
|--|---|--|
| π<br>∞   | BRAKE SHOE KELOKN SPRING                        | c.o                                    |
| M (  | BRAKE URUM                                      | 5.0                                    |
| Adjust   | SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL) | 0.5                                    |
|  | 1 STEERING KNUCKLE (With Hub in Place)          | MAN 4.2                                |
| R&R  | NEEDLE BEARINGS                                 | 0.1                                    |
| R&R  | CAMSHAFT SEALS                                  | 0.1                                    |
| R&R  | CAMSHAFT BEARING SUPPORT BRACKET                | 0.1                                    |
| R&R  | BRAKE CAMSHAFT                                  | 0.1                                    |
| R&R  | BRAKE SHOE SPRINGS                              | 0.1                                    |
|  | 1 BRAKE CAMSHAFT SUPPORT BEARING                | WAN                                    |
| R&R  | HUB   | 0.5                                    |
| R&R  | ADJUSTING NUT, THRUST WASHER & WHEEL BEARING    | 0.3                                    |
| R&R  | BRAKE DRUM                                      | 0.1                                    |
| R&R  | SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL) | 0.2                                    |
| R&R  | WHEEL BEARING DUST COVER                        | 0.1                                    |
| ontowers for unstandant productions and the control of the control | WHEEL ASSEMBLY                                  | 0.6                                    |
|  | 1 HUB ASSEMBLY, FRONT AXLE (ONE SIDE)           | MAN 1.8                                |
| OPTIONAL   | ALIGNMENT & ROAD TEST (not added to total)      | 1.0                                    |
| OPTIONAL   | ROAD TEST                                       | 0.5                                    |
| ALIGN  | FRONT END ALIGNMENT (MINOR)                     | 0.1                                    |
| TORQUE   | TORQUE BOLTS                                    | 0.3                                    |
| DISCONNECT   | A B S SENSOR ELECTRICAL CONNECTION              | 0.1                                    |
| R&R  | RADIUS RODS (AT STRUCTURE)                      | 0.5                                    |
| Я&Я  | CENTER LINK (OPTIONAL)                          | 0.2                                    |
| ጸጴጽ  | LATERAL ROD                                     | 0.5                                    |
| R&R  | STEERING DAMPER                                 | 0.3                                    |
| TASK   | MANUAL<br>SECTION COMPONENT / TASK DESCRIPTION  | MAI<br>VENDOR TIME SEC                 |
|  | VIII  | VIII                                   |



| VENDOR   | MANUAL<br>SECTION COMPONENT / TASK DESCRIPTION  | TASK   |
|--|---|--|
| 0.5  | BRAKE CHAMBER                                   | R&R  |
| 0.2  | SLACK ADJUSTER                                  | R&R  |
| 0.3  | CAMSHAFT SUPPORT BRACKET                        | R&R  |
| 0.5  | TIE ROD END                                     | R&R  |
| 0.2  | LUBRICATION LINE & GREASE NIPPLE                | R&R  |
| 0.1  | SNAP RINGS                                      | R&R  |
| 0.1  | KING PIN COVERS                                 | R&R  |
| <b>****</b>  | KING PINS                                       | R&R  |
| 0.1  | THRUST BEARING & SHIMS                          | R&R  |
| MAN 1,5  | 1 WHEEL STUDS, FRONT AXLE (ONE SIDE)            |  |
| en en variable de la company d | WHEEL ASSEMBLY                                  | postant danke en belande po en propostation de la p |
| 0.2  | BRAKE DRUM, FRONT                               | R&R  |
| 0.1  | BRAKE SHOE RETURN SPRING                        | R&R  |
| 9.0  | WHEEL STUD (QTY. OF 10)                         | R&R  |
| 100 100 100 100 100 100 100 100 100 100  |   |  |
| MAN 2.8  | 1 BRAKE SHOES, FRONT AXLE (ONE SIDE)            |  |
| 9.0  | WHEEL ASSEMBLY                                  | R&R  |
| 0.1  | SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL) | Adjust   |
| 0.2  | BRAKE DRUM                                      | R&R  |
| 0.1  | BRAKE RETURN SPRINGS, FRONT                     | R&R  |
| 0.1  | LOCKING WEDGE                                   | R&R  |
| 0.1  | BRAKE SHOE ANCHOR BOLTS                         | R&R  |
| 0.2  | BRAKE SHOE ANCHOR BOLT BUSHINGS                 | R&R  |
| 0.5  | BRAKE SHOE ROLLER BUSHINGS                      | R&R  |
| 0.3  | ANCHOR PIN BUSHINGS                             | Я&Я  |
| 8.0  | BRAKE SHOE LINING RIVETS OR BOLTS               | R&R  |
| 0.1  | BRAKE ADJUSTMENT                                | R&R  |
|  |   |  |



| VENDOR   | MANUAL<br>TIME SECTION   | COMPONENT / TASK DESCRIPTION                    | JASAT.       |
|--|--|---|--------------|
| MAN  | <b>1</b> 9.0   | SLACK ADJUSTER, FRONT AXLE (ONE SIDE)           |              |
| Fair i Selaya Caranawa Sensaran Ngahada kada da kada kada kada kada kada k   | i sa representation in page and representation of the second contraction of the second contracti | SLACK ADJUSTER ASSEMBLY, FRONT                  | &B           |
|  | 0.1  | BRAKE ADJUSTMENT (ONE FRONT WHEEL) Adjust       | Jjust        |
| MAN  | 7.1  | A B S SPEED SENSOR                              |              |
|  | 9.0  | WHEEL ASSEMBLY                                  | 8A           |
|  | 0.5  | SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL) | djust        |
|  | 0.2  | BRAKE DRUM R&R                                  | A.A.         |
|  | 0.1  | SPEED SENSOR R&R                                | R &          |
| MAN  | 2.0  | A B S PULSE GENERATING WHEEL                    |              |
|  | 1.5  | HUB ASSEMBLY (Refer to Hub Section)             | &B           |
|  | 0.5  | PULSE WHEEL R&R                                 | 8<br>8       |
| MAN  | 2.9  | WHEEL BEABINGS & RACE                           |              |
| o para don zinta oboka kasa kata beshina.  | 1.5  | HUB ASSEMBLY RASH                               | 88           |
|  | 0.3  | OUTER BEARING R&R                               | 8<br>E       |
|  | 0.3  | INNER BEARING R&R                               | ጽሕ           |
|  | 0.2  | WHEEL GREASE COLLECTOR                          | &R           |
|  | 0.6  | INNER / OUTER BEARING RACE                      | &R           |
| MAN  | 1 20   | BRAKE CHAMBER ASSEMBLY, FRONT AXLE (ONE SIDE)   |              |
| o teknom teknometeri kanasandake usprinski kaladake teknometeri kie je teknometeri ka  |  | BRAKE CHAMBER, FRONT                            | &R           |
|  | 0.2  | BRAKE ADJUSTMENT (ONE FRONT WHEEL)              | djust        |
| MAN  | 8.0  | BRAKE DRUM, FRONT AXLE (ONEISIDE)               |              |
| Park in the land of the second | o circumitatoria, procedura representante de construcción de construcción de construcción de construcción de c   | TIRE & RIM ASSEMBLY, FRONT                      | &R           |
|  | 0.2  | BRAKË DRUM, FRONT R&R                           | 8<br>ت       |
| New Flyer Indust   | New Flyer Industries Canada ULC © 2006   |   | Page 4 of 25 |



| $\vec{\sigma}$ |
|----------------|
| <              |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
| - 2            |
| O              |
|                |
|                |
| 等              |
| $\sim$         |
| m              |
|                |
| ¥              |
| 9              |
| $\vdash$       |
|                |
|                |
| П              |
| Z              |
| l X            |
|                |
| 0              |
| ٥              |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
|                |
| <u> </u>       |
| 包录             |
| <b>赵</b> 前     |
|                |
| 700 X X X X X  |
|                |
| Ш              |
|                |
|                |
| 6/5/5/6        |
|                |
|                |
| <u>r</u>       |
| POF            |
|                |
| П              |
|                |
|                |
|                |

|   | SECTION COMPONENT / JASK DESCRIPTION | 2 REAR AXLE & SUSPENSION   | LOWER RADIUS ROD (AT COACH END) | UPPER RADIUS ROD (AT HOUSING) | DRIVE SHAFT R&R | AIR SPRINGS (LOWER BOLTS ONLY) | SHOCKS (LOWER NUTS ONLY) | BRAKE LINES R&R | LEVELING VALVE LINKS | 2 AXLE & HUB ASSEMBLY REAR | DRAIN OIL (From Axle Ends And Housing)  DRAIN/FILL | WHEEL ASSEMBLY, REAR | BRAKE CHAMBER R&R | SLACK ADJUSTER R&R | BRAKE DRUM, REAR | PLANETARY BOLTS & HEX NUT | AXLE SHAFT & PLANETARY HOUSING SEPARATION | PLANETARY GEAR LOCKING PLATE & WASHER | RING GEAR HUB & BEARINGS | WHEEL HUB R&R | SPINDLE |
|---|--------------------------------------|--|---------------------------------|-------------------------------|-----------------|--------------------------------|--------------------------|-----------------|----------------------|----------------------------|--|----------------------|-------------------|--------------------|------------------|---------------------------|---|---------------------------------------|--------------------------|---------------|---------|
| <b>2.</b> 0.0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 |                                      | Control of the contro | 0.6                             | _                             |                 |                                |                          |                 |                      | 7                          |  |                      |                   |                    |                  |                           |   |                                       |                          |               |         |

| Page 5 of 25 | 2006                            | New Flyer Industries Canada ULC © 2006 |
|--------------|---------------------------------|--|
| A&R          | SHOCK ABSORBERS ( REPLACEMENT ) | 0.5                                    |
| R&R          | LOWER RADIUS ROD (REAR)         | 0.8                                    |
| R&R          | REAR AIR SPRING (COMPLETE UNIT) | 1.0                                    |
|              | 2 STAND ALONE ITEMS             | MAN.                                   |



Rev 1-nov,10/10

| VENDOR TIME  | MANUAL<br>SECTION COMPONENT / TASK DESCRIPTION  | TASK   |
|--|---|--|
| 0.3  | BRAKE CHAMBER, REAR                             | R&R  |
| 2.0  | BRAKE SHOE LINING, (One Side)                   | R&R  |
| 0.5  | LEVELING VALVE                                  | Я&Я  |
| 1.2  | REAR RELAY VALVE                                | R&R  |
| 1.5  | WHEEL, DRUM, HUB, & SEAL                        | R&R  |
| MAN (LE) 1.5 per   | 2 WHEE STUDS                                    |  |
| ind the second and and the second an |   | R&R  |
| 0.1  | DRUM  | R&R  |
| 0.1  | BRAKE RETURN SPRINGS                            | R&R  |
| 9.0  | WHEEL STUDS                                     | R&R  |
| MAN (LF) 1.9   | 2 PLANETARY GEAR HOUSING                        |  |
|  |   | internatives was respectively and the second |
| 0.1  | SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL) | Adjust   |
| 0.2  | PLANETARY GEAR COVER                            | Я&Я  |
| 0.2  | AXLE SNAP RING & AXLE                           | R&R  |
| 0.2  | BRAKE DRUM                                      | R&R  |
| -  | PLANETARY GEAR HOUSING                          | R&R  |
| 72<br>72<br>72<br>72<br>73<br>73<br>73<br>73<br>73<br>73<br>73<br>73<br>73<br>73<br>73<br>73<br>74<br>74<br>74<br>74<br>74<br>74<br>74<br>74<br>74<br>74<br>74<br>74<br>74   |   |  |
| MAN (LF)   | 2 WHEELHUB                                      |  |
| 0.2  | OIL   | Drain  |
| 0.2  | AXLE SHAFT                                      | R&R  |
| 1.5  | HUB REDUCTION UNIT                              | R&R  |
| 0.5  | LOCK WASHER & INNER NUT                         | R&R  |
| 0.2  | RING GEAR                                       | R&R  |
|  |   |  |

New Flyer Industries Canada ULC © 2006

Page 6 of 25

888 888 888 888 888

> OUTER BEARING & HUB INNER BEARING & OIL CATCH PLATE AXLE SEAL COLLAR

0.2 0.3 0.2 0.3

|   | 劉  |     |      | ΛŰ           |              |
|---|----|-----|------|--------------|--------------|
|   |    |     | P    |              |              |
|   |    |     | r    | H            | The state of |
|   |    |     | è    | -            | 0.00         |
|   |    |     | Ü    |              | i e list     |
|   |    |     |      |              |              |
|   |    |     |      |              |              |
|   |    |     |      |              |              |
|   | 94 |     |      |              |              |
|   |    |     |      |              |              |
|   |    |     |      |              | į            |
| 1 |    |     |      |              |              |
|   |    |     |      |              |              |
| l |    |     |      |              |              |
|   |    |     | ///  |              | Į.           |
|   |    |     |      |              | į            |
|   |    |     |      |              | į            |
|   | 鑿  |     |      |              |              |
|   |    |     | ľ    |              | ķ            |
|   |    |     | Ţ    | <b>6</b> )   |              |
|   |    |     | Ī.   |              |              |
|   |    |     | Ľ    |              |              |
| ł |    |     | ì    |              | ***          |
| 1 |    |     | Ľ    | ij           | 1            |
| 1 |    |     | ľ    | Q.           |              |
| 1 |    |     | Ļ    | 4            |              |
| ı |    |     |      | 3            | Till to the  |
| ı |    |     | ĥ    | 4            |              |
|   |    |     | b    | 4            | 40000        |
|   |    |     | C    |              | 200          |
|   |    |     | L    |              |              |
|   |    |     | Ŀ    | 3330<br>1727 |              |
|   |    |     | k    | 4            | Charles (C)  |
|   |    | -11 | Ŀ    | -            |              |
|   |    |     | r    | 3            |              |
|   | Š  |     | •    | W            | 1000         |
|   |    | Á   | Ļ    | 3            | Heaven.      |
|   |    | Á   | (e   | a)           |              |
|   |    |     | C    | b)           |              |
|   |    |     | Į.   |              | A 400 140    |
| 1 |    |     |      |              | 10.2034      |
| 1 |    |     |      |              |              |
|   |    |     | Ň    |              |              |
| 1 |    |     |      |              | 20.00        |
| ı |    | 8   |      |              | 40.00        |
|   |    |     |      |              |              |
|   |    |     |      |              |              |
|   |    |     |      |              | ,,,,,,,,,,   |
|   |    |     |      |              | 10000        |
|   |    |     |      |              |              |
|   |    | 1   | E    | 3            |              |
|   |    | 3   | Œ    | 2)           |              |
|   |    | 1   | Ľ    |              | 21. 11.      |
|   | E  | ı   | K    | 2            | 100          |
|   |    | 1   | ,    | H            |              |
|   |    |     |      | ú            | 40.00        |
|   |    |     |      |              |              |
|   |    |     |      |              |              |
| 1 |    |     | ľ    | ŋ            |              |
| 1 |    | Ž   | E    | 1            |              |
|   |    |     |      |              |              |
| 1 |    |     |      |              |              |
| 1 |    |     |      |              | ı            |
| Į |    |     | Œ.   |              | į            |
| ı |    |     |      |              | į            |
|   |    |     | Ŀ    | -            | j            |
| ı |    |     | ۶    | J            | j            |
| 1 |    |     | Ľ    |              |              |
| 1 |    |     | ĺΤ   | π            | į            |
| 1 |    |     | F    | 3            |              |
|   |    |     |      |              | į            |
| ı | K. |     | (iii | 08           | á            |
|   |    |     |      |              |              |

| TASK                                    | R&R                                    |                                 | R&R   | Adjust  | R&R                      | R&R        | R&R           | R&R   | R&R                    | R&R                 | R&R                          | R&R                 | R&R               | Clean                 |          | Drain | R&R            | Adjust  | Я&Я        | R&R                  | R&R | R&R            | R&R      | R&R                                    |
|---|--|---------------------------------|---|---|--------------------------|------------|---------------|---|------------------------|---------------------|------------------------------|---------------------|-------------------|-----------------------|----------|-------|----------------|---|------------|----------------------|-----|----------------|----------|--|
| JAL<br>ION COMPONENT / TASK DESCRIPTION | PLANETARY GEARING CHECK SERVICE MANUAL | BRAKE ASSEMBLY, REAR (ONE SIDE) | WHEEL ASSEMBLY, REAR  | SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL) | BRAKE SHOE BACKING PLATE | BRAKE DRUM | BRAKE SPRINGS | BRAKE SHOE ANCHOR BOLT (LOCKING BOLT, PLATE & BUSHINGS) | BRAKE SHOE ANCHOR PINS | ANCHOR PIN BUSHINGS | BRAKE SHOE ROLLER BUSHINGSSS | BRAKE SHOE ASSEMBLY | BRAKE SHOE LINING | CLEAN BRAKE SHOE BODY |          | OIL   | WHEEL ASSEMBLY | SLACK ADJUSTER (ADJUST FOR EASIER DRUM REMOVAL) | BRAKE DRUM | BRAKE RETURN SPRINGS | HUB | SLACK ADJUSTER | CAMSHAFT | CAMSHAFT SEAL RETAINER, SEAL & BEARING |
| MANUAL                                  |  | Q                               |   |   |                          |            |               |   |                        |                     |                              |                     |                   |                       | CZ .     |       |                |   |            |                      |     |                |          |  |
|   | <b>0.75</b>                            | 3.8                             | 0.8   | 9.0   | 0.1                      | 0.2        | 0.1           | 0.1   | 0.3                    | 0.3                 | 0.2                          | 0.1                 | 0.7               | 0.3                   | 3.7      | 0.2   | 0.7            | 0.1   | 0.2        | 0.1                  | 1.5 | 0.3            | 0.1      | 0.5                                    |
| VANDOR                                  | MAN                                    | NXW                             | Company ( ) for any any ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( |   |                          |            |               |   |                        |                     |                              |                     |                   |                       | MAN (LF) |       |                |   |            |                      |     |                |          |  |



| VENDOR   | MANUAL<br>TIME SECTION   | L<br>N COMPONENT / TASK DESCRIPTION  | TASK   |
|--|--|--|--|
| MAN  | 4.8  | DIFFERENTIAL CARRIER ASSEMBLY  |  |
| A LANGE CALL TO A CALL AND A LANGE AND A L | 0.5  | and the control of th | on the contraction of the contra |
|  | -  | AXLE SHAFTS  | R&R  |
|  | -  | PROPELLER SHAFT FLANGE & YOKE  | R&R  |
|  | 8.0  | CARRIER MOUNTING BOLTS   | R&R  |
|  | 0.5  | MUD FLAP   | R&R  |
|  | <del></del>  | GEAR SET   | A&R  |
| MAN  | 3  | PINION NUT AND SEAL  | R&R  |
| SHEPARD  | 27   | STEERING GEAR BOX  |  |
| AND  | O.5  | POWER STEERING LINES   | DISCONNECT   |
|  | 0.2  | DRAG LINK CASTLE NUT ( at pitman arm ) )   | R&R  |
|  | 0.5  | STEERING JOINT ASSEMBLY ( at the miter box )   | R&R  |
|  | 9.0  | STEERING BOX MOUNTING BOLTS  | R&R  |
|  | 1.0  | BOX  | R&R  |
|  | 0.5  | ROAD TEST (OPTIONAL) Time not added to total   | TEST   |
|  | 0000<br>0000<br>0000<br>0000<br>0000<br>0000<br>0000<br>0000<br>0000 |  |  |
| MAN  | 2.5  | MITER BOX  |  |
|  | 1.0  | ING COLUMN " U " JOINT   | R&R  |
|  | 0.5  | ox)  | R&R  |
|  | 0.5  | TRANSFER GEAR BOX RETAINING BOLTS  | R&R  |
|  | 0.5  | MITER BOX COMPONENT  | R&R  |
|  |  |  |  |
| ALL  |  |  |  |
|  | 1.0  | ING COLUMIN " U " JOIN I ( steering joint assembly )   | R&R  |
|  | 0.5  | ING WHEEL  | R&R  |
|  | 0.8  | DRAG LINK  | R&R  |
|  |  |  |  |
|  |  |  |  |



Rev 1-nov.10/10

| Page 9 of 25   | 2006                                      | New Fiver Industries Canada ULC © 2006 |
|--|---|--|
| PAS R  | ENGINE MOUNT FRONT (ONE )                 | 0.5                                    |
|  | 4 STAND ALONE ITEMS                       | ALL                                    |
| R&R  | ENGINE COMPARTMENT SWITCH BOX             | 0.8                                    |
| R&R  | ALTERNATOR BELT                           | 0.5                                    |
| R&R  | ENGINE OIL & FILTERS                      | 0.5                                    |
| R&R  | FILLER TUBE & DIPSTICK                    | ~                                      |
| R&R  | ALTERNATOR                                | 1.5                                    |
| R&R  | STARTER MOTOR                             | 1.3                                    |
| R&R  | AIR FILTER                                | 0.4                                    |
| R&R  | TRANSMISSION MOUNTS                       | -                                      |
| R&R  | ENGINE MOUNTS (2)                         | -                                      |
|  | 4 ENGINE COMPONENTS (STAND ALONE ITEMS)   |  |
| R&R  | Particulate Filter                        | <del>-</del>                           |
| R&R  | FLEX CONNECTOR & BAND CLAMPS              | 0.5                                    |
| R&R  | MUFFLER CLOSE OUT (ON ROOF)               | 0.1                                    |
| R&R  | MUFFLER                                   | 0.3                                    |
| R&R  | UREA TANK                                 | 1,5                                    |
| R&R  | UPPER "U" CLAMP                           | 0.2                                    |
| R&R  | MUFFLER CLAMP ASSEMBLY (AROUND MAIN BODY) | -                                      |
| R&R  | EXHAUST CLAMP                             | 0.2                                    |
| is a manufacture of the control of | MUFFLER MOUNT ( RUBBER ISOLATOR )         |  |
|  | 4 ENGINE EXHAUST COMPONENTS               | ALL 5.3                                |
| R&R  | SIGHT GLASS                               | 0.8                                    |
| R&R  |   | 0.5                                    |
| R&R  | HYDRAULIC RESERVOIR                       | 2.5                                    |
| R&R  | POWER STEERING PUMP                       | 1.5                                    |
| TASK   | SECTION COMPONENT / TASK DESCRIPTION      | VENDOR TIME SEC                        |
|  | WANDAL                                    |  |

New Flyer Industries Canada ULC © 2006

Page 9 of 25



| VENDOR TIME   | MANUAL<br>SECTION COMPONENT / TASK DESCRIPTION   | TASK          |
|---|--|---------------|
| 0.3   | EXHAUST MOUNTING BRACKET   | R&R           |
| 1.0   | EXHAUST PIPE   | R&R           |
| <del>ر</del> . 1  | MUFFLER  | R&R           |
| 0.3   | ENGINE BELT GUARD  | ጸጴዝ           |
| 0.2   | HINGED BELT GUARD (Swing out & remove)   | R&R           |
|   |  |               |
| CUMMINS 1.5   | 4 DECOMPOSITION REACTOR  |               |
| 0.3   | ROOF GRILL ABOVE EXHAUST COMPONENTS  | R&R           |
| 0.2   | ELECTRICAL CONNECTIONS   | R&R           |
| 0.2   | DEF SUPPLY AND COOLANT LINES.  | R&R           |
| 6.0   | V-CLAMP AT REACTOR INLET TUBE  | R&R           |
| 0.2   | TAIL PIPE U-CLAMP  | R&R           |
| 0.2   | EXHAUST SEAL CLAMP   | R&R           |
| 0.1   | U-CLAMP SECURING DECOMPOSITIION REACTOR  |               |
| CIMMINS   | 2 SCB CATAINST   |               |
|   | Section of the sectio | R&R           |
| 0.2   | NOX SENSOR MOUNTING BOLTS  | R&R           |
| 0.2   | NOX SENSOR MOUNTING BOLTS  | R&R           |
| 0.3   | SECURING STRAPS  | R&R           |
| 0.4   | W-CLAMPS (as required )  | R&R           |
| 0.2   | CATALYST   | R&R           |
| CUMMINS   | 4 DIESEL EXHAUST FLUID (DEF)   |               |
| , consistent and measurements of the consistent contraction of the consistent and the consistent contractions and the consistent contractions are consistent contractions and the contraction contractions are consistent contractions and contractions are consistent contractions are consistent contractions are consistent contractions and contractions are contracted as a contraction contraction contraction contraction contraction contractions are contracted as a contraction | TANK SENSOR HOSES AND LINES AT SENSOR  | R&R           |
| 0.3   | TANK SENSOR HOSES AND LINES AT SENSOR  | R&R           |
| 0.1   | FLOAT SWITCH CONNECTOR   | R&R           |
| 0.2   | FLOAT SWITCH   | R&R           |
|   |  |               |
| New Flyer Industries Canada ULC © 2006  | JLC © 2006   | Page 10 of 25 |



| ALLISON 15.3 5 B3<br>6.0 TF<br>0.4 TF<br>1.0 FII | B300/400/500 TRANSMISSION (ALLISON SPECIFIC) TRANSMISSION   |              |
|--|---|--------------|
| 6.0<br>0.4<br>1.0                                | Address de la compression de la company de la compa |              |
|  |   | R&R          |
|  | I KANSMISSION ECU   | R&R          |
|  | FILLER TUBE & DIPSTICK  | R&R          |
| 1.5 TF   | TRANSMISSION OIL COOLER   | R&R          |
| TF 0.8   | TRANSMISION SUPPORT BRACKET   | R&R          |
| JS 0.5 SI  | SUPPORT ENGINE/TRANS REAR   | PROCEDURE    |
|  | ATEC ECU ( electronic control unit )  | R&R          |
|  | B500-R-INSTALL-AUXILIARY FILTER UNIT  | INSTALLATION |
| 0.4 EC   | ECU (ELECTRONIC CONTROL UNIT )  | R&R          |
| 0.2 EN   | ENGINE/INPUT/SPEED SENSOR   | R&R          |
|  | OUTPUT SPEED SENSOR   | R&R          |
|  | RECALIBRATE ECU   | ADJUST       |
| 1S 0.3   | SHIFTER HYD. TRANSMISSION   | R&R          |
| LS 0.5   | STEAM CLEAN TRANSMISSION  | CLEAN        |
| 0.8 TF   | TRANSMISSION REAR SUPPOR BRACKET  | R&R          |
|  | TURBINE SPEED SENSOR  | R&R          |
|  |   |              |
| C  | CYTO'S TIDDID DANGEROUS ALLICON OFFICIAL  |              |
| 9.1  | EV 50 DRIVE UNIT OR TRACTION MOTOR  | R&R          |
| 3.5 E  | ESS (ENEREGY DTORAGE SYSTEM,BATTERY PACKS)  | R&R          |
| 3.0 DF   | DPIM (DUEL POWER INVERTER MODULE)   | R&R          |
| 0.2 E)   | EXTERNAL OIL FILTER   | R&R          |
| 0.8 TF   | TRANSMISSION REAR SUPPORT (MOUNTS)  | R&R          |
| 0.5  | TRANSMISSION COOLER OIL BACK FLUSH  | PROCEDURE    |
|  | OIL PAN   | R&R          |
|  | SPIN ON FILTER  | R&R          |



| 0    |
|------|
| ⇌    |
| ò    |
|      |
| Aug. |
| >    |
| é    |
| Č    |
| ŧ    |
| You  |
| >    |
| ø    |
| e)   |
|      |

| VENDOR   | MANUAL<br>TIME SECTION   | -<br>SOMPONENT / TASK DESCRIPTION                                     | TASK         |
|--|--|---|--------------|
|  | 0.1  | INTERNAL FILTER   | R&R          |
|  | 0.5  | ECU-ECM   | R&R          |
|  | 0.5  | CONTROLVALVE BODY (control module does not include pan or int. filter | R&R          |
|  | 2,1  | OUTPUT SHAFT SEAL   | R&R          |
|  | 0.1  | SOLENOID  | R&R          |
|  | 1.0  | RE-CALIBRATE ECU  | CALIBRATE    |
| COOLING  | 4.3  | BADIATOR & CHARGE AIR COOLER  |              |
| al Indi Gillina Lanci kandi kalendaka kalendaka na kiralika kalendiki kalendiki kalendiki kalendiki kalendiki<br>Kalendaka kalendaka k   | The state of the s | HEATER LINES  | R&R          |
|  | 9.0  | DRAIN/FILL COOLANT  | Drain / fill |
|  | 0.3  | BELT GUARDS   | R&R          |
|  | 0.4  | CHARGE AIR COOLER TUBES   | R&R          |
|  | 0.4  | RAD TUBES UPPER/LOWER   | R&R          |
|  | 0.3  | BUMPER EXTENSION  | R&R          |
|  | 0.2  | SURGE TANK LINES  | Disconnect   |
|  | 0.5  | HYDRAULIC OIL LINES   | Disconnect   |
|  | 0.2  | RADIATOR SUPPORT ROD  | Disconnect   |
|  | 0.5  | LOWER SUPPORT CHANNEL, RADIATOR                                       | R&R          |
|  | 0.8  | RADIATOR SUPPORT ROD  |              |
| Y.   | MISC. TIMES 6  | STANDALONE TEMS   |              |
| i kitvioriisise vaad eesk kollista kitoliisevamen arkkoloiinisekkuss äärkioi eks<br>I  | odnimidenoidenseo etasenalada tekst faist est vos espaletadesi etase por Galil Vast Galilado (1866).   | HYDRAULIC RESERVOIR SIGHT GLASS                                       | R&R          |
|  | 0.3  | LOW COOLANT SENSOR  | R&R          |
|  | 2  | SURGE TANK  | R&R          |
|  | 0.2  | FAN CONTROLLER  | R&R          |
|  | 0.8  | FAN DRIVE PUMP BELT   | R&R          |
|  |  |   |              |
| Harris Ha | 100 mm   |   |              |
|  | 0.4  | FUEL  | Drain/Fill   |
|  |  |   |              |

New Flyer Industries Canada ULC © 2006

Page 12 of 25



Rev 1-nov.10/10

| COMPONENT / TASK DESCRIPTION | SEAT           | E R&R       | Disconnect  |             |               |               |               | TANK MOUNTING HARDWARE | R&R       | FUEL (stand alone items) |
|------------------------------|----------------|-------------|-------------|-------------|---------------|---------------|---------------|------------------------|-----------|--------------------------|
| MANUAL<br>SECTION            | PASSENGER SEAT | COVER PLATE | SUPPLY LINE | RETURN LINE | FUEL LEVEL VI | FUEL LEVEL SI | FILLER TUBE ( | TANK MOUNTII           | FUEL TANK | 7 CNGFUEL (s             |
| M<br>Vendor time se          | 0.3            | 0.1         | 0.2         | 0.2         | 0.2           | 0.2           | 0.3           | 0.5                    | 9.0       | CNG Misc times           |

| CNG Misc times  | 7 C.N.G. FUEL (stand alone items)      |          |
|-----------------|--|----------|
| 2.5             | C N G FUEL TANK ( LINCOLN COMPOSITES ) | RAR      |
| 0.2             | REFUELING CONNECTOR                    | Я&Я      |
| 0.8             | FUEL TANK SOLENOID VALVE               | R&R      |
| 1.5             | ITT REGULATOR                          | R&R      |
| 2.0             | ZERO PRESSURE REGULATOR                | R&R      |
| 0.2             | P R D VALVE                            | R&R      |
| 0.5             | C N G RECOVERY                         | EVACUATE |
| 0.2             | FUEL DOOR SENSOR                       | R&R      |
| 0.5             | FUEL "LOW PRESSURE INDICATOR"          | Я&Я      |
| 0.5             | FUEL "HIGH PRESSURE INDICATOR"         | R&R      |
|                 |  |          |
| LNG Misc. times | 7 LNGFUEL (stand alone items)          |          |
| 2.5             | L N G FUEL TANK                        | P&R      |
| 2.5             | HEAT EXCHANGER                         | Я&Я      |
| 0.2             | FUEL FILTER                            | R&R      |
| 0.2             | REFUELING CONNECTOR                    | ЯВЯ      |
| 0.8             | FUEL TANK SOLENOID VALVE               | R&R      |

| 9        |
|----------|
| 900      |
| 9        |
| S        |
| 0        |
| ပ        |
|          |
|          |
| a        |
| Ö        |
| 2        |
| œ        |
| 65       |
|          |
| 97       |
| Έ.       |
| ₽        |
| <u>∽</u> |
|          |
| ō        |
|          |
| <u>.</u> |
| 9        |
| =        |
| ш.       |
| ≥        |
| ้        |
| Z        |
|          |



Rev 1-nov.10/10

| T SOUNEY  | TIME SECTION                            | COMPONENT / TASK DESCRIPTION                         | TASK   |
|---|---|--|--|
|   | 2                                       | PRESSURE REGULATOR                                   | R&R  |
|   | 0.5                                     | L N G RECOVERY (per tank )                           | EVACUATE   |
|   | 5.2                                     | FUEL DOOR PROXIMITY SWITCH                           | R&R  |
|   | 2                                       | TANK MANIFOLD ASSEMBLY                               | R&R  |
|   | 2                                       | PRESSURE CONTROL MANIFOLD                            | R&R  |
|   |   | AID SYSTEM COMBONISMES (Atoms Sensitive Combonismes) |  |
|   |   | AIR ORYER  | RXB  |
|   | 0.2                                     | AIR DRYER FILTER                                     | R&R<br>R   |
|   | 0.5                                     | MUFFLER (Ping) TANK                                  | R&R  |
|   | 0.2                                     | AIR TANK DRAIN VALVE                                 | R&R  |
|   | 0.5                                     | GOVERNOR   | R&R  |
|   | 9.0                                     | AIR PRESSURE REGULATOR (BRAKE INTERLOCK)             | R&R  |
| , and the second  | 1.5                                     | APPLICATION VALVE (BRAKE TREADLE)                    | R&R  |
|   | <del></del>                             | SPRING BRAKE CONTROL VALVE                           | R&R  |
|   | 9.0                                     | SOLENOID VALVE                                       | R&R  |
|   | 0.2                                     | Q. R. VALVE  | R&R  |
|   | 0.2                                     | TRANSDUCER   | R&R  |
|   | 0.3                                     | BRAKE INTERLOCK MAGNETIC VALVE                       | R&R  |
|   | 0.5                                     | OIL SEPARATOR  | R&R  |
|   | 0.3                                     | OIL SEPARATOR FILTERS                                | R&R  |
|   | 0.3                                     | CHECK VALVE  | Я&Я  |
|   | <del></del>                             | AIR BRAKE RELAY VALVE                                | R&R  |
|   | 0.2                                     | PRESSURE PROTECTION VALVE                            | R&R  |
| 7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000<br>7,000 | 2 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( |  |  |
| and single and another control of the second  |   |  | The state of the s |
|   | 0.2                                     | MARKER LIGHT   | R&R  |
|   | 0.2                                     | FLUORESCENT LIGHT                                    | R&R  |
|   | 0.3                                     | BACK UP LAMPS  | R&R  |

Page 14 of 25



| MANUAL<br>VENDOR TIME SECTION  | AL COMPONENT/TASK DESCRIPTION TASK                  |   |
|--|---|---|
| 0.2  | R&R   |   |
| 0.3  | SEALED BEAM HEADLIGHT                               |   |
| 1.5  | BATTERIES & LEADS R&R                               |   |
| 1.3  | STARTER MOTOR R&R                                   |   |
| 0.5  | BATTERY CUT OFF SWITCH                              |   |
| 0.3  | LOW AIR PRESSURE SWITCH                             |   |
| 0.7  | VOLTAGE EQUALIZER                                   |   |
| <b>T</b>   | BATTERY TRAY  |   |
| 0.5  | P.A. SPEAKER  |   |
| 0.3  | DIMMER SWITCH R&R                                   |   |
| 0.5  | TURN SIGNAL SWITCH                                  | -   |
| 0.2  | PLC MODULES (Add access time)                       |   |
| 1.5  | PROCESSOR   |   |
| 0.4  | TOUCH TAPE (Less then 2ft.)                         |   |
| -  | TOUCH TAPE (Coach length)                           |   |
| Thermo King Miss Times 11  | HVAC SYSTEM ( chack hack of manual for Thermo King) | 77.17<br>77.17<br>71.17<br>71.17<br>71.17<br>71.17<br>71.17 |
| Anneas de la company de la com | DRIVERS HEATER / DEFROSTER UNIT                     |   |
| 0.5  |   |   |

| Sungil<br>Eberg<br>Se Se<br>Se Se<br>Se<br>Se Se<br>Se<br>Se<br>Se<br>Se<br>Se<br>Se<br>Se<br>Se<br>Se<br>Se<br>Se<br>Se<br>S | No week kind on the latest of the states of |          |          |          |           |                  |         |              |            |                           |              |                           |  |
|---|---|----------|----------|----------|-----------|------------------|---------|--------------|------------|---------------------------|--------------|---------------------------|--|
|   | R&R   | R&R      | R&R      | R&R      | A&A       | R&R              | R&R     | R&R          | R&R        | R&R                       | R&R          | R&R                       |  |
|   | 2001 Krantola Manda sennon enmantelatikete fra  |          |          |          |           |                  |         |              |            |                           |              |                           |  |
| rmo King)   | adrozolak nevolasazeteka ez ledzere, el la kezere, el la erioterio,   |          |          |          |           |                  |         |              |            |                           |              |                           |  |
| anual for The   | HN  |          |          |          |           |                  |         |              |            |                           |              |                           |  |
| HVAC SYSTEM (check back of manual for Thermo King)  | EFROSTER U  | R MOTOR  | 3 COIL   |          |           | 3LY              |         |              | HEATER)    | EATER)                    |              | ATER UNIT)                |  |
| STEM (chec  | HEATER / DI   | DEFROSTE | DEFROSTE | /ALVE    | œ         | <b>FOR ASSEM</b> | R PUMP  | FLOOR HEATER | OIL (FLOOF | AIR FILTER (FLOOR HEATER) | ROSTER MOTOR | FILTER (REAR HEATER UNIT) |  |
| HVAC SYS  | DRIVERS   | HEATER / | HEATER/  | HEATER \ | AIR FILTE | FAN / MO-        | BOOSTER | FLOOR HE     | HEATER (   | AIR FILTE                 | DEFROST      | AIR FILTE                 |  |
| s 10  |   |          | •        |          |           |                  |         |              |            |                           |              |                           |  |
| nermo King Misc. Times  | 1.5   | 0.5      | 0.5      | 0.5      | 0.2       | 0.5              | -       | 0.5          | ~          | 0.2                       | 0.5          | 0.2                       |  |
| ermo King   |   |          |          |          |           |                  |         |              |            |                           |              |                           |  |



Rev 1-nov.10/10

| A STANDARD |   | Andrews of the second second second   |
|---|---|---|
|   | WINDOWS   | ALL Misc. Times 14  |
|   | definate time is assigned to this particular task                     | to de a mentre estre de la constituir management de management de la fact constituir school de la fact de la constituir |
| damage, no  | Exterior body panel repicement times depend on severity of damage, no |   |
| R&R   | REAR VIEW MIRROR  | 0.3   |
| R&R   | EXIT DOOR MIRRORS   | 0.3   |
| R&R   | FRONT BUMPER  | 1.25  |
| R&R   | SPLASH GUARDS / MUD FLAPS (Front or Rear)                             | 1.25  |
| R&R   | WINDSHIELD WASHER RESERVOIR   | 0.8   |
| R&R   | WIPER MOTOR   | 0.8   |
| R&R   | WIPER ARM   | 0.3   |
| R&R   | POLYURETHANE MODULE (Section of Bumper)                               | -   |
| R&R   | REAR BUMPER ASSEMBLY  | 0.8   |
| R&R   | DRIVERS MIRROR  | 0.5   |
| R&R   | CURBSIDE MIRROR   | 0.5   |
|   | EXTERIOR PANELS & APPLIED PARTS                                       | ALL Misc. Times 13  |
| R&R   | SUN VISOR   | 6.0   |
| R&R   | EXIT DOOR MIRROR  | 0.3   |
| R&R   | REAR VIEW MIRROR  | 0.3   |
| R&R   | CEILING PANEL   | 2   |
| R&R   | SIDEWALL PANEL  | 1   |
|   | INTERIOR PANELS & APPLIED PARTS                                       | ALL Misc. Times 12  |
| R&R   | ENGINE AIR COMPRESSOR   | 4   |
| R&R   | AUXILIARY COOLANT HEATER  | 2   |
| TASK  | COMPONENT / TASK DESCRIPTION  | VENDOR TIME SECTION   |
|   |   | MANUAL  |

New Flyer Industries Canada ULC © 2006

Page 16 of 25

R&R R&R R&R R&R

WINDSHIELD (Left or Right)

DRIVERS SIDE WINDOW PICTURE WINDOW PASSENGER WINDOW



Rev 1-nov.10/10

| M<br>Vendor time si   | MANUAL<br>SECTION COMPONENT / TASK DESCRIPTION   | TASK     |
|---|--|----------|
| 0.5   | WINDOW TRIM RING   | R&R      |
| 0.5   | WINDOW GLASS   | R&R      |
| 0.2   | RAPID REPLACEMENT WINDOW (Tip in window)   | R&R      |
| 0.5   | VANDAL SHIELD  | INSTALL  |
| ALL Misc. Times   | 15 ACCESS DOORS  |          |
| in to the contents in a second company of the contents of the | REAR EXTERIOR HVAC DOOR  | R&R      |
| 0.5   | TRANSMISSION ACCESS DOOR (Exterior)  | R&R      |
| 1.5   | ENGINE ACCESS DOOR (Exterior)  | R&R      |
| 0.7   | RADIATOR DOOR  | Я&Я      |
| 0.5   | FUEL FILLER DOOR   | R&R      |
| 0.8   | ROOF VENT  | R&R      |
| 0.7   | SIDE CONSOLE EXTERIOR DOOR   | R&R      |
| 0.5   | SURGE TANK ACCESS DOOR   | R&R      |
| ALL Misc. Times   | 16 ENTRANCE & EXIT DOOR SYSTEMS  |          |
| in inferromente som in the month of the literal control in the late of the control of the contr | parametrianian in indrasa marka m<br>DOOR PANELS | R&R      |
| 2.2   | DOOR ASSEMBLY  | R&R      |
| 9.0   | BASE PLATE ASSEMBLY(Welded)  | R&R      |
| 0.5   | DOOR MOTOR   | R&R      |
| 1.5   | DOOR MOTOR OVERHAUL  | Overhaul |
| 0.2   | ADJUSTING RODS   | Я&Я      |
| 0.5   | EMERGENCY RELEASE VALVE (Dump Valve)   | R&R      |
| 1.2   | DOOR SHAFT & ARM ASSEMBLY  | R&R      |
| 0.3   | TOUCH TAPE   | R&R      |
| 0.1   | MICRO SWITCH   | R&R      |
| 0.3   | SEALS & TRIM   | R&R      |
| 0.2   | GRAB HANDLE  | Я&Я      |
| 0.5   | CHIME  | R&R      |

Page 17 of 25



| VENDOR | MANUAL<br>TIME SECTION | L<br>N COMPONENT/TASK DESCRIPTION  | TASK   |
|--------|------------------------|------------------------------------|--|
|        | 0.8                    | DOOR CONTROLLER R&R                | Œ  |
|        | 0.5                    | DOOR GLASS R&R                     | <b>E</b>   |
|        | -                      | HALL EFFECT LOCK PAWL SWITCH       | æ  |
|        | -                      | REAR DOOR BEARINGS                 | د  |
|        | -                      | (MAG VALVE)                        | Œ  |
|        | 0.5                    | CIATE PANEL                        | œ  |
|        | Ψ-                     | SONIC SENSOR R&R                   | œ  |
| VAPOR  | 9.7                    | SWING EXIT DOORS                   |  |
|        | -                      | EXIT DOOR PANELS (BOTH)            | No. 1998 September 19 |
|        | ო                      | EXIT DOOR ASSEMBLY R&R             | œ  |
|        | 9.0                    | ELECTRO-PNEUMATIC EXIT DOOR ENGINE | Œ,   |
| VAPOR  | 0.8                    | EXIT DOOR PANELS (BOTH)            | Œ  |
|        | 0.5                    |                                    | (B)  |
|        | 0.3                    | DOOR SHAFT LEVERS                  | æ  |
| VACOR  | 1.6                    | EXIT DOOR ASSEMBLY (ONE.)          | Œ  |
|        | 0.4                    | RUBBER BUMPERS R&R                 | W.   |
|        | 0.3                    | SEALS & TRIM                       | Œ,   |
|        | 0.3                    | DOOR BRUSHES R&R                   | œ  |
|        | 0.3                    | HANDLE                             | α,   |
|        | 0.3                    | TOUCH TAPE R&R                     | œ  |
| VAPOR  |                        | OVERHAUL                           | OVERHAUL   |
| •      | 2                      | BASE PLATE ASSEMBLY                | В  |
|        | 0.2                    | EXIT DOOR AIR CYLINDER             | æ  |
|        | 0.2                    | DOOR SOLENOID & BRACKET ASSEMBLY   | œ  |
|        | 0.2                    | HALL EFFECT LOCK PRAWL SWITCH      | æ  |
|        | 0.1                    | CAM ASSEMBLY R&R                   | Œ  |
|        | 0.2                    | MICRO / LIMIT SWITCHES R&R         | æ  |
|        | 0.5                    | SKINNER VALVE R&R                  | æ  |
|        |                        |                                    |  |



|       | 0.1      | BASEPLATE BUSHINGS                      | R&R |
|-------|----------|---|-----|
|       | 0.2      | ELECTRIC SOLENOID                       | R&R |
|       | 0.1      | RETURN SPRING                           | R&R |
|       | 0.2      | CONNECTING RODS                         | R&R |
| VAPOR | 1.4      | EXIT DOOR SOLENOID AND BRACKET ASSEMBLY | R&R |
|       | 0.2      | BRACKET ASSEMBLY                        | R&R |
|       | 0.3      | EXTENSION SPRING                        | R&R |
|       | 0.2      | LEVER ASSEMBLY                          | R&R |
|       | 0.1      | END PLAY SPACER AND BUSHING             | R&R |
|       | 0.1      | CAM ASSEMBLY                            | R&R |
|       | 0.2      | EMERGENCY CONNECTING ROD ASSEMBLY       | Я&Я |
| ٠     | 0.2      | LOCK PRAWL ASSEMBLY                     | R&R |
|       | 0.1      | SENSOR ASSEMBLY                         | R&R |
|       |          |   |     |
|       | က        | SLIDE GLIDE ENTRANCE DOOR ASSEMBLY      | R&R |
|       | 9.0      | CONNECTING RODS, ENTRANCE DOOR          | R&R |
|       | 1.5      | DOOR SHAFT LEVER ASSEMBLY               | R&R |
|       | 0.3      | DOOR SHAFT & ARM ASSEMBLY               | R&R |
|       | 0.3      | DOOR PANELS (PER PANEL)                 | R&R |
|       | 0.2      | PIVOT ASSEMBLY, ENTRANCE DOOR TOP       | R&R |
| Vapor | 2        | ENTRANCE DOOR SHAFT LEVER ASSEMBLY      | R&R |
|       | 1.5      | LEVER ASSEMBLY, ENTRANCE DOOR           | R&R |
|       | 0.5      | SPACER & BALL BEARING                   | ጸጴጽ |
| Vapor | 2.3      | ENTRANCE DOOR SHAFT & ARM ASSEMBLY      | R&B |
|       | 0.3      | DOOR PANELS (PER PANEL)                 | R&R |
|       | <b>~</b> | DOOR GLASS ( UPPER AND LOWER )          | R&R |
|       | 0.4      | PIVOT ASSEMBLY, ENTRANCE DOOR TOP       | R&R |
|       | ٠,       | SEALS AND TRIM ENTRANCE DOOR            | 000 |



| VENDOR   | MANUAL<br>TIME SECTION | AL<br>ON COMPONENT / TASK DESCRIPTION                  | TASIK      |
|--|------------------------|--|------------|
|  | 0.3                    | BRUSHES, ENTRANCE DOOR                                 | R&R        |
| Vapor  | က                      | ENTRANCE DOOR MECHANISM OVERHAUL                       | H&H        |
|  | 1.5                    | DOOR CYLINDER ASSEMBLY                                 | R&R        |
|  | 0.4                    | DOOR MAG VALVE   | R&R        |
|  | 0.5                    | LIMIT SWITCHES   | R&R        |
|  | 9.0                    | CONNECTING RODS, ENTRANCE DOOR                         | R&B        |
| VAPOR  | Misc. times 16         | EXIT & ENTRANCE DOOR STAND ALONE ITEMS                 |            |
| Příva a do Přívlaví z Povojově alpha vacojou i v žežvycyčnakyť ja veřupou. | 0.5                    | AIR FILTER, BASEPLATE                                  | R&R<br>R&R |
|  | <del></del>            | EXIT DOOR ADJUSTMENT (FIT & ALIGNMENT, CHECK & ADJUST) | ADJUSTMENT |
|  | 0.3                    | EXIT DOOR SPEED ADJUSTMENT                             | ADJUSTMENT |
|  | 0.3                    | EXIT DOOR HALL SENSOR VANE ADJUSTMENT                  | ADJUSTMENT |
|  | 0.2                    | EXIT DOOR EMERGENCY LINKAGE ADJUSTMENT                 | ADJUSTMENT |
|  | 0.2                    | EXIT DOOR LS3 SENSOR ADJUSTMENT                        | ADJUSTMENT |
|  | 0.2                    | EXIT DOOR LOCK SOLENOID ADJUSTMENT                     | ADJUSTMENT |
|  | 0.2                    | EXIT DOOR LOCK PRAWL TO CAM CLEARANCE ADJUSTMENT       | ADJUSTMENT |
|  | 0.2                    | EXIT DOOR PANEL SENSOR ADJUSTMENT                      | ADJUSTMENT |
|  | 2                      | EXIT DOOR COMPLETE FUNCTIONAL TEST                     | ADJUSTMENT |
|  | -                      | ENTRANCE DOOR ADJUSTMENT FOR FIT, CHECK & ADJUST       | ADJUSTMENT |
|  | 0.3                    | ENTRANCE DOOR SPEED ADJUSTMENT                         | ADJUSTMENT |
|  | 7                      | ENTRANCE DOOR COMPLETE FUNCTIONAL TEST                 | TEST       |
|  | 1.2                    | EXIT DOOR EMERGENCY RELEASE VALVE                      | TEST       |
|  | <del></del>            | ENTRANCE DOOR EMERGENCY RELEASE VALVE                  | R&R        |
|  | <b></b>                | DOOR CONTROLLER  | R&R        |
|  | 0.5                    | DOOR CONTROLLER MODULE                                 | R&R        |
|  | 0.5                    | ENUNCIATOR PANEL                                       | R&R        |
|  |                        |  | Я&Я        |
| AL   | Misc times 17          | SEATING  |            |
|  | •                      | DRIVERS SEAT   | R&R        |
|  |                        |  |            |



| MANUAL<br>VENDOR TIME SECTION  | AL<br>DIN COMPONENT / TASK DESCRIPTION | TASK    |
|--|--|---------|
| 0.5  | DRIVERS SEAT BELT                      | R&R     |
| 0.8  | PASSENGER SEAT (Double)                | R&R     |
| 0.1  | SEAT INSERTS R8                        | R&R     |
| -  | WHEELCHAIR FLIP SEAT                   | R&R     |
| ALL Misc. times 18   | <b>DESTINATION SIGNS</b>               |         |
| ingationalainakanakanakan jirga ja | DESTINATION SIGN ASSEMBLY (Front)      | R&R     |
| <b>4</b>   |  | R&R     |
| 0.5  | 7                                      | R&R     |
| 0.5  | DECODER BOARD R&                       | R&R     |
| 0.8  | DESTINATION SIGN CONTROL BOARD         | R&R     |
| 0.8  | PROCESSOR BOARD                        | R&R     |
| -  | DESTINATION SIGN GLASS (On coach)      | R&R     |
| ALL Misc. Times 19   | DRIVERS CONTROLS                       |         |
| 0.5  |  | R&R     |
| 0.5  | DASH INDICATOR STRIP                   | R&R     |
| 0.5  |  | R&R     |
| 0.3  | TURN SIGNAL SWITCH                     | R&R     |
| 0.2  | HORN BUTTON R&                         | R&R     |
| 0.5  | PARKING BRAKE KNOB                     | R&R     |
| 0.5  | DIMMER SWITCH R&                       | R&R     |
| 0.4  | DASH FAN R&                            | R&R     |
| 1.5  | DRIVERS SEAT R8                        | R&R     |
| 0.5  | INTERIOR SPEAKER R8                    | R&R     |
| -  | ACCELERATOR TREADLE (Complete)         | R&R     |
| 0.5  |  | R&R     |
| 0.4  | 3S BOOSTER FAN                         | R&R     |
| 0.5  | DOME LIGHT                             | R&R     |
| Now Fiver Industries Canada III C @ 2006                               | 90                                     | 240 000 |



| Time       |
|------------|
| $\sim$     |
|            |
| 4          |
| _1         |
| >          |
| 0          |
| 0          |
| 1          |
| Acres .    |
| _          |
| ?          |
| <b>(</b> ) |
| E<br>O     |
| about 1    |
|            |

| THROT  20 WHEEL  HYD.PU  MANIFC  LIFT ME  MICRO  RAMP P  RAMP P  RAMP C  DASH S  PASSEN  UNDER  CABLES  BELLOV  JOINT P  | R&R  |
|--|--|
| 3.9<br>0.8<br>0.6<br>0.6<br>0.5<br>1.5<br>0.2<br>1.5<br>0.8<br>0.7<br>1<br>0.8<br>3.5<br>3.5   |  |
| 0.8<br>0.6<br>0.5<br>1.5<br>0.2<br>1.5<br>1.5<br>0.8<br>3.5<br>3.5   |  |
| 0.6<br>0.5<br>1.5<br>0.5<br>0.2<br>1.5<br>1.5<br>0.8<br>0.7<br>0.8<br>3.5<br>3.5   | onservices of response in the international contraction of the contrac     |
| 0.6<br>0.5<br>1.5<br>0.2<br>1.5<br>1.5<br>0.7<br>1<br>0.8<br>0.7<br>1<br>0.8<br>3.5  | R&R  |
| 0.5<br>0.5<br>0.2<br>1.5<br>1.5<br>0.8<br>0.7<br>1<br>0.8<br>3.5<br>3.5  | R&R  |
| 1.5<br>0.5<br>0.2<br>1.5<br>1<br>0.8<br>0.7<br>1<br>1<br>0.8<br>3.5<br>3.5   |  |
| 1.5<br>0.2<br>0.2<br>1.5<br>7.8<br>0.8<br>0.7<br>1<br>1<br>0.8<br>3.5  | R&R  |
| 0.5<br>0.2<br>1.5<br>1<br>0.8<br>0.7<br>0.8<br>3.5<br>3.5  | R&R  |
| 0.2<br>1.5<br>7.8<br>0.8<br>0.7<br>1<br>1<br>0.8<br>3.5<br>3.5   | R&R  |
| 1.5<br>7.8<br>0.8<br>0.7<br>1<br>1<br>0.8<br>3.5   | R&R  |
| 7.8<br>0.8<br>0.7<br>1<br>0.8<br>3.5<br>3.5  | R&R  |
| 0.8<br>0.8<br>3.5<br>3.5   | is the construction of th      |
| 0.7  | : m  |
| 3.5<br>3.5<br>0.8  |  |
| 3.5<br>3.5<br>0.8  |  |
| 3.5  | R&R  |
| 1<br>8.0<br>8.0  |  |
| 1 21 FLOOR<br>0.8 JOINT F  |  |
| A TNIOU  |  |
| i  |  |
| 0.2 FLOOR PLATES (LIFT / SECURE )  | ACCESS   |
| ATG 1,7 21 OPEN BELLOWS (underside)  |  |
| tella richarita in consistente del proprieta | in parameter $\omega$ de la companie del la companie de |
| 0.2 BUCKLE STRAPS (underside bellow fasteners)   | w fasteners) DISCONNECT  |



|               | MANUAL                                 | NOTEGIOSE ASAT TRANSPORTED N                        |               |
|---------------|--|---|---------------|
|               | 0.2                                    | RETAINING STRIP                                     | R&R           |
|               | 0.3                                    | TURNBUCKLE ASSEMBLY                                 | R&R           |
|               | 0.2                                    | SHOCK CORD ASSEMBLY                                 | DISCONNECT    |
|               | <b>.</b>                               | RELIOWS ASSEMBLY. ONE SIDE                          |               |
|               |  | HIP ROOT ELANGE (9)                                 |               |
|               | t :0                                   | BUCKLE STRAPS                                       | DISCONNECT    |
|               | 0.3                                    | RETAINING STRIP                                     | R&R           |
|               | 0.5                                    | TURNBUCKLE ASSEMBLY                                 | DISCONNECT    |
|               | 0.2                                    | SHOCK CORD ASSEMBLY                                 | DISCONNECT    |
|               | 0.3                                    | ROOF STRUTT ASSEMBLY                                | DISCONNECT    |
|               | 2                                      | BELLOWS SECTION                                     | R&R           |
| Ø             | 52                                     | CENTER HOOP ASSEMBLY (without the center hoop beam) | <b>2</b> 83   |
|               | •                                      | HIP BOOT COVER                                      | R&R           |
|               | 0.8                                    | LOWER HOOP MOUNTING BOLTS                           | DISCONNECT    |
|               | -                                      | REMOVE ENTER SEATS                                  | R&R           |
|               | 0.8                                    | CABLE TURNBUCKLES                                   | R&R           |
|               | 9.0                                    | UPPER BEARING, CENTER HOOP                          | R&R           |
|               | 1.5                                    | CENTER HOOP   | R&R           |
|               | 0.4                                    | CENTER MOUNTING BRACKET OF ROOF STRUT ASSEMBLY      | R&R           |
|               | -                                      | HOSE CLAMP ASSEMBLY                                 | R&R           |
|               | 0.8                                    | OPEN BELLOWS AT UNDERSIDE                           | OPEN/CLOSE    |
| ATG           | 3.5                                    | WRIST JOINT ASSEMBLY                                | R&R           |
|               |  | OPEN FLOOR PLATES FOR SERVICE                       | ACCESS        |
|               | 1.3                                    | OPEN BELLOWS FOR SERVICE                            | ACCESS        |
|               | 0.3                                    | BOLT, 20M x80 X 2                                   | R&R           |
|               | 0.3                                    | BOLT, 5 / 8" X 4 (quantity 8)                       | R&R           |
| New Flyer Ind | New Flyer Industries Canada ULC © 2006 | 90  | Page 23 of 25 |



Rev 1-nov.10/10

| VENDOR TIME | MANUAL<br>SECTION | COMPONENT / TASK DESCRIPTION                | TASK        |
|-------------|-------------------|---|-------------|
| 9.0         | WRIST JOINT       | INT   | R&R         |
| ATG         | 21 HYDRAUI        | IC CYLINDER ASSEMBLY                        | R&R         |
|             | OPEN FL(          | OPEN FLOOR PLATES FOR SERVICE               | ACCESS      |
| 1.5         | HYDRAUI           | IC SYSTEM, COMPLETE BLEED / FILL / ADJUST   | CHK / ADJ.  |
| 0.2         | CYLINDE           | R HOSE X 2                                  | DISCONNECT  |
| 0.3         | CYLINDE           | NIGH  | DISCONNECT  |
| 0.3         | CYLINDE           | R YOKE PIN                                  | DISCONNECT  |
| 0.2         | CYLINDE           | CYLINDER                                    | R&R         |
|             | 7,777             |   |             |
| ATG(HF) 8.8 | 21 YOKE PL        | ATE   | R&R         |
| •           | OPEN FL(          | FLOOR PLATES FOR SERVICE                    | ACCESS      |
| 5.3         | CENTER            | CENTER HOOP ASSEMBLY                        | R&R         |
| 0.3         | CALINDE           | NIG W                                       | DISCONNECT  |
| 0.3         | CYLINDE           | R YOKE PIN                                  | DISCONNECT  |
| 0.2         | CYLINDE           | Œ   | R&R         |
| 0.5         | BOLT, M1          | 6 X 8                                       | DISCONNECT  |
| 0.3         | BOLT, 20          | IMM X 2                                     | DISCONNECT  |
| 0.3         | BOLT, YO          | , YOKE PLATE 5 / 8" X 6                     | DISCONNECT  |
| 9.0         | WRIST JC          | WRIST JOINT                                 | R&R         |
|             |                   |   |             |
| ATG 3.3     | 21 HYDRAUI        | HYDRAULIC BLOCK ASSEMBLY                    | S           |
| +           | OPEN FL(          | OOR PLATES FOR SERVICE                      | ACCESS      |
| 1,5         | HYD. SYS          | SYSTEM COMPLETE BLEED, FILL, CHECK & ADJUST | CHK. / ADJ. |
| 0.2         | CATINDE           | DER HOSE X 2                                | DISCONNECT  |
|             |                   |   |             |

DISCONNECT DISCONNECT DISCONNECT

ELECTRICAL HARNESS CONNECTIONS

PRESSURE GAUGE

0.2 0.3 0.1

BOLT, M8 X 4

| ACCUMULATOR A OPEN FLOOR PLA HYDRAULIC SYSTI BLEED SCREW ACCUMULATOR AS ACCUMULATOR AS INTERPRESSURE S LOW PRESSURE S LOW PRESSURE S POSITION SENSOR | IMANUAL                                     |             |
|--|---|-------------|
| 3 21 ACCUJ<br>1 OPEN<br>1.5 HYDR,<br>0.1 BLEEC<br>0.4 ACCUJ<br>3 HIGH I<br>0.3 LOW F   | SECTION COMPONENT / TASK DESCRIPTION        | TASK        |
| 1 OPEN 1.5 HYDR, 0.1 BLEEC 0.4 ACCUI  Misc. times 21 ATG 3 HIGH I 0.3 LOW F  | ACCUMULATOR ASSEMBLY                        | R&R         |
| 1.5 HYDB, 0.1 BLEEL 0.4 ACCUI Misc. times 21 ATG 3 HIGH I 0.3 LOW F 1 POSIT  | -LOOR PLATES FOR SERVICE                    | ACCESS      |
| 0.1<br>0.4<br>Misc. times 21 / 3<br>0.3   1  | ULIC SYSTEM, COMPLETE BLEED / FILL / ADJUST | CHK. / ADJ. |
| 0.4 Misc. times 21 / 3 0.3 1 1   | SCREW                                       | CHK. / ADJ. |
| Misc. times 21 / 3 8 0.3 1   | ACCUMULATOR ASSEMBLY R&F                    | R&R         |
| Misc. times 21 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2   |   |             |
|  |   |             |
| _ <b>L</b> .   | RESSURE SWITCH                              | R&R         |
|  |   | R&R         |
| _  |   | R&R         |
| U.5 HYD. SYSTEM PRES   |   | TEST        |



### 3. CORROSION PROTECTION

### 3.1. Prevention

Periodically clean the under-structure to remove dirt accumulation from flanges, ledges, channels and so forth. These places hold dirt and salt in direct contact with steel and aluminum surfaces. Use of an under-structure spray as part of the regular washing, with an occasional and more thorough cleaning with a high pressure spray is recommended.

### 3.2. Corrosion Treatment

### 3.2.1. Introduction

The under structure of your New Flyer vehicle has been protected using the following products:

- ☐ CHEMFOS® ST to clean up structure
- Urethane Zinc Rich Primer consisting of S28079 catalyst and S28080 zinc powder.
- □ Corashield<sup>™</sup>7972 undercoating compound
- ☐ Coratube<sup>™</sup> used as an internal structural tube coating

All of these products are available from PPG Industries.

### 3.2.2. Surface Preparation

The vehicle frame and chassis must be prepped to factory specifications before applying corrosion protection. This involves several processes to adequately protect the structure and chassis from premature corrosion.

### 3.2.3. Replacement Structure

 If chassis structural members are to be replaced, the new members are to be thoroughly washed with a 3% solution of CHEMFOS® ST using a high pressure wand wash at 140°F (60°C) water temperature. This process will remove dirt and oil from the surface to be treated. Allow the steel members to dry thoroughly.

### MOTE:

The structure must be dirt and grease free before grit blasting, to prevent dirt and oil from being imbedded into the grit blasted pores.

 The surface is then to be grit blasted to bare metal. Grit blast all surfaces to an SSPC-SP-6 profile of 1.0 to 2.0 mils. Wheel abrade any spots missed grit blasting which still have rust, millscale or weld spatter still present.

### 呣 NOTE:

SSPC-SP-6/NACE No. 3 "Commercial Blast Cleaning" is a standard available from SSPC: The Society for Protective Coatings.

### **↑** CAUTION:

If available, sandblasting can be used for cleaning bulkheads, brackets and other structural members. However, sand blasting should not be used for cleaning the side paneling of vehicle body. Extreme care should be taken not to sandblast excessively.

### 🕫 NOTE:

This procedure must be followed exactly to produce a properly iron phosphate treated metal surface. This will provide the bonding surface required for adequate primer adhesion for corrosion protection.

- Parts coated with zinc primer and undercoating with a damage area not more than 1/8" in width may be repaired by applying undercoating over the damage area.
- Damaged undercoated areas more than 1/8" in width must be cleaned to bare metal. Clean 2" around the damage area in all directions.
- 5. Tube type frame members closed at both ends must be drilled to allow insertion of the spray tip into the tube. The hole should be 1/2" in diameter and approximately midway along the length of the tube to permit complete spray coverage.
- Use caulking sealant (Sika-221) to seal between side panels and frame, between floor and frame and anywhere water could seep into.
- Allow caulking to skin over for a minimum of 15 minutes.
- 8. Mask exposed fittings and hoses.

### 3.2.4. Existing Structure

For parts coated with previously applied zinc rich primer only, sandblast or wheel abrade the repair area to bare metal, and reapply primer as described. Observe requirements of steps 3. through 8. of "Replacement Structure" to properly treat damaged area before application of primer. See "Fig. 11-1: Untreated Repair Area" on page 7. & See "Fig. 11-2: Surface Cleanup" on page 8.

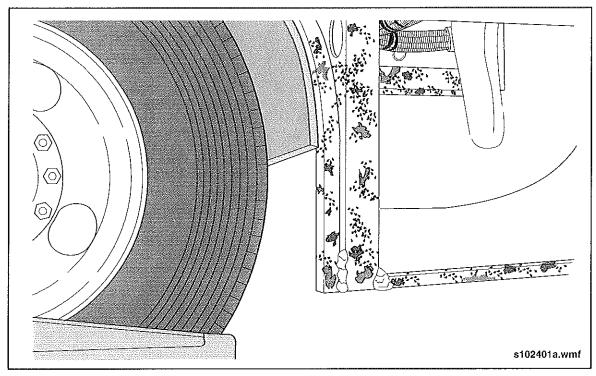


Fig. 11-1: Untreated Repair Area



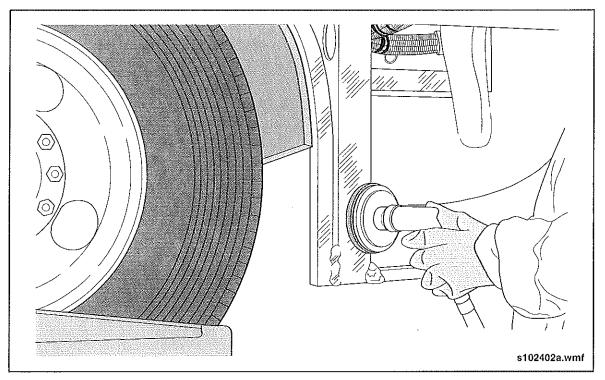


Fig. 11-2: Surface Cleanup

#### 3.3. **Primer Application**

# / WARNING:

Observe all workplace safety standards and procedures. Wear chemical splash protection goggles or a face shield. Use an organic vapor respirator with a dust and mist prefilter as atmospheric conditions require. Wear chemical resistant protective clothing for skin protection such as gloves, apron, coveralls and safety footwear, as required.

Primer is applied to all metal parts forming the structure.

- 1. Work in a properly ventilated area with an exhaust and intake system that will safely and efficiently remove fumes and supply fresh air.
- 2. Prepare primer by combining one gallon of S28079 liquid to 29 lb. of S28080 zinc powder as per instructions. Mix thoroughly and use immediately.

# ™ NOTE:

DO NOT apply primer if ambient temperature is below 40°F (5°C) or if humidity is less than 12% or above 90%. Primer cannot be applied over undercoating material.

3. Apply primer using a brush or appropriate spraying equipment. Wet film thickness should be 6.5 mils. This will result in a dry film of 3.0 to 4.0 mils. Film thickness is important to ensure adhesion and corrosion protection. See "Fig. 11-3: Primer Application" on page 9.

#### 逐 NOTE:

Air mix spray gun must maintain an air atomization pressure of 60 lb., with a fluid pressure set at 1,000 psi. Airless spray gun operates at a fluid pressure of 2,000 to 4,000 psi. Primer may be mixed with up to 10% thinner when using an air mix sprayer or up to 5% when using an airless sprayer.

4. Ensure all surfaces are properly coated and allow a minimum of 4 hours curing

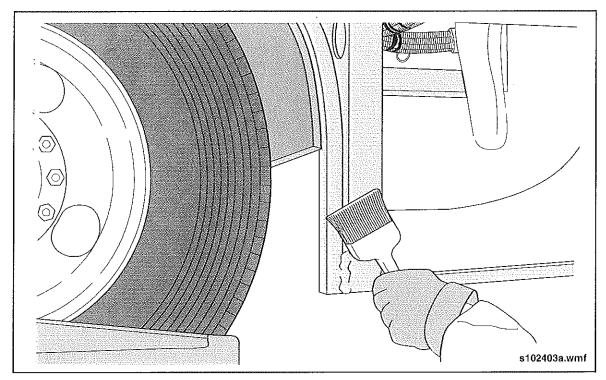


Fig. 11-3: Primer Application

# 3.4. Undercoating Application

Undercoating is factory applied to all the under chassis areas exposed to road spray.

# I NOTE:

DO NOT apply undercoat to the following components: axles, bellows, suspension beams, radius rods, steering box, leveling valves, brake valves, safety valves, drain cocks, and the air dryer.

- Mix undercoating compound (Corashield™ 7972) and thin to required consistency.
- Ensure ambient temperature is between 50 and 90°F (10 and 32°C) and humidity is under 80%. Substrate temperature cannot exceed 212°F (100°C).

- Spray repair areas with a wet film thickness of 20 mils while maintaining a spray distance of 12 to 15" (30 to 38 cm). Dry film thickness to be 10 mils minimum. See "Fig. 11-4: Corashield Application" on page 10.
- 4. If undercoating will not adhere properly, wash area with appropriate solvent and allow to dry for 5 to 10 minutes. Repeat spraying process and allow undercoating to set for a minimum of 10 minutes.

# ™ NOTE:

DO NOT allow freezing of the repaired area for a minimum of 24 hours.

Allow adequate air flow to ensure even drying. Material should be dry to touch in 30 minutes, dry hard in 24 hours and fully cured in 72 hours.

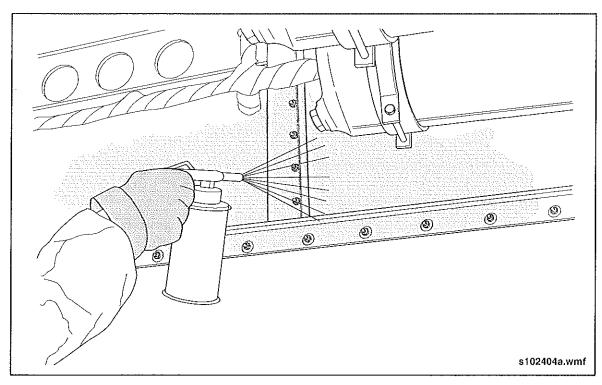


Fig. 11-4: Corashield Application

# 3.5. Frame Tubing Internal Coating

Any tubing that is being replaced must be internally coated with Coratube.

- Insert spray nozzle into tube through 1/2" hole previously drilled and spray sufficient compound to fully coat the internal faces of the tubing. See "Fig. 11-5: Coratube Application" on page 11.
- 2. Remove spray nozzle and install sealing plugs.

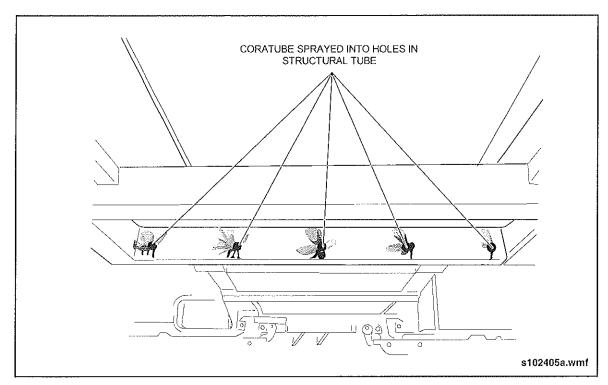


Fig. 11-5: Coratube Application

# 3.6. Corrosion Warranty Inspection

# MOTE:

New Flyer Industries requires that the inspection, maintenance and record keeping requirements covered in this document be performed. Failure to perform these procedures may void the corrosion warranty on affected units.

# 3.6.1. Frequency of Inspection

The maximum benefit from the corrosion protection of your vehicle can only be achieved with proper care and maintenance. No protection that can be applied to a vehicle can totally protect the vehicle from all the damage to which it may be subjected. Damage from stones, gravel and other vehicles can remove the coat-

ings and leave the metal open to the elements. The most effective method available that can come close to preventing corrosion is an inspection policy and consistent maintenance of the coatings.

The vehicle under body must be fully inspected and cleaned as outlined in this document every three (3) years. Additionally on vehicles equipped with rear window air conditioning, the rear A/C compartment must be cleaned and inspected every year. Failure to inspect and keep accurate records of these inspections will result in the warranty of the coating system being voided. Please be advised that any curbing or other incidents that may have removed the corrosion protection coating must be repaired within 1 month of incident.

# 3.6.2. Inspection Procedure

The areas to inspect on a constant basis are areas of high physical wear and high air movement. The area with high impact are areas like behind the wheel wells and structural members that face the front of the vehicle. These areas will face the full impact of road debris, as in stones, and face the most paint erosion.

Areas of high air movement, like intake vents and air conditioning units must be inspected as well. These areas tend to collect dust and dirt that can hold moisture and promote erosion and corrosion in all types of parts.

The following areas are to be inspected. Refer to 3.6.1. "Frequency of Inspection" on page 11 in this section for stated frequency. Prior to the inspection the vehicle should be raised and a preliminary inspection should be given to the under body to find the areas of road debris build-up. These areas should be paid extra attention due to the fact that this debris can hold moisture and promote corrosion.

## 3.6.2.1. Rear HVAC Area

Inspect this area for accumulation of water, dirt or other debris. Refer to the Preventive Maintenance Section of this manual for inspection frequency. Also refer to the OEM Maintenance Manual for related inspection requirements.

- 1. Open the rear HVAC access door.
- Examine the rear shelf area where the unit sits for dirt, sand or other material that may hold moisture. The rear shelf, should have any debris removed during every inspection; however, this area should also be blown dry to prevent moisture from sitting on the surface.
- The top intake grill should be taken off and the coils should be looked at for accumulation of dirt and sand.
- Inspect and clean the unit drip pan to remove any accumulation of water, dirt, or debris. All hoses and drain spouts should be cleaned.
- 5. Inspect the outlet louvers on the rear access door and clean as necessary.

### 3.6.2.2. Under Body Inspection

- Perform preliminary inspection for dirt/ sand built-up.
- Clean any excess dirt/sand using a stream of high pressure water with a weak detergent. Areas cleaned must include the top surface of tubes, in webbing and at lap joints and so forth.
- Start at the front of the vehicle. The area between the front bumper and the front axle will show the minimum amount of erosion/corrosion from water and road debris.
- Front wheel wells should be looked at next. Bare fiberglass at wheel wells means that the vehicle has been in a high erosion area (for example gravel roads).
- The area from the front wheel wells to the rear bumper should be examined for areas of missing primer or undercoating. Structural members that face the direction of travel will experience the worst erosion from road debris being brought up from the tires.
- Inspect suspension bunks for paint erosion.
- 7. Inspect the main structural rails above the rear axles. Check at the structural lap joints for loose adhesive. Clean any collected dirt and look for peeling primer and eroded undercoating. Lap joints are areas where crevice and pitting can have the most detrimental affect.
- Inspect the top of the tubes located at the bottom of the side panels for dirt and moisture. Check for corrosion and paint peeling.
- Ensure all drain holes are clean and not plugged.
- 10. Check all lap joints. Any lap joint with missing sealant must be cleaned with high pressure water and sealed with a urethane caulking as per the repair manual.

# MOTE:

Any holes, caused by accidents, in side panels, pier panels or roof panels should be filled to prevent water from entering into and sitting behind the paneling. This moisture can be held next to structural tubing and promote high levels of corrosion if allowed to remain.

#### 3.6.3. Repairs for Undercoated Areas

- Any scratches, gouges or cracks found in the undercoating that reached the primer or steel underneath must be repaired by first thoroughly grinding the area to remove any contamination and rust. All bare metal surfaces must be primed with Coraprime (available from the New Flyer Parts Division). If the undercoating has been penetrated but the under lying primer is still intact, no repairs are necessary.
- Any adhesive missing from lap joints should be replaced by thoroughly cleaning the area of dirt and grease, and applying the urethane adhesive.
- The Corashield undercoating can then be applied to the required thickness. Corashield is available from the New Flyer Parts Division.

# 3.6.4. Repairs for Non-Undercoated Areas

- Any area which does not have the undercoating must be repaired by grinding the area and the 1/4" around the damaged area. The bare metal must be primed with Coraprime.
- 2. Corashield must be applied to the determined thickness. This product is available from the New Flyer Parts Division.

# 3.6.4.1. Areas of Structure Hidden by Paneling

New Flyer does not expect maintenance personnel to inspect the structure underneath paneling, during the above process. Nevertheless, if the customer must replace a panel for any reason they must take the time to inspect the structure for dust or dirt that may have accumulated. Any dirt should be cleaned and the area dried out at this time and the structure examined for corrosion. Any corrosion or loose primer should be repaired before paneling is replaced. Any tubing replaced due to accident damage must have its interior walls under coated with Coratube<sup>TM</sup>available from the New Flyer Parts Division.

# 3.6.5. Record Keeping

The warranty states that all inspections and repairs must be documented and kept on file for the life of the warranty. The following is the minimum of what should be recorded:

- 1. The Vehicle Serial Number.
- 2. The date of the last repair/inspection.
- 3. The reason for the inspection and/or reason for the vehicle being in the shop.
- 4. What was found and what was done to repair the vehicle. This includes if it was surface corrosion or if there was a perforation of the structure. Include a photograph of the affected area if possible.
- 5. The name of the inspector.
- 6. The name of the worker doing the repair.
- 7. Was a New Flyer service representative called? If so, who?

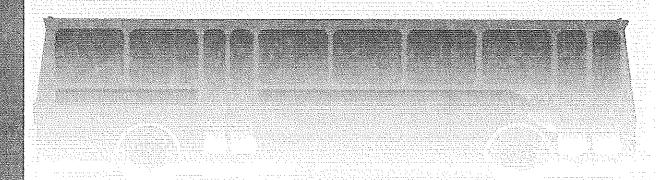
If you are unsure which products were used on your vehicle order, please contact the New Flyer Customer Services Dept. at:

tel: (204) 934-4874 fax: (204) 224-0248



# **Cummins Warranty**

All Engines Worldwide All Bus (Except U.S./Canada Diesel Powered School Buses)



# Coverage

# **Products Warranted**

This Warranty applies to new diesel, LPG, compressed or liquid natural gas fueled Engines sold by Cummins and delivered to the first user on or after January 1, 1999, that are used in all bus categories Worldwide (except U.S./ Canada diesel powered school buses).

#### Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends two years after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under the Base Engine Warranty.

#### **Extended Major Components Warranty**

The Extended Major Components Warranty applies to all except B and ISB Series Engines and covers Warrantable Failures of the Engine cylinder block, camshaft, crankshaft, connecting rods and Cummins fan clutch (Covered Parts).

Bushing and bearing failures are not covered.

This Coverage begins with the expiration of the Base Engine Warranty and ends three years or 300,000 miles (482,804 kilometers) or 10,800 hours of operation, whichever occurs first, after the date of delivery of the Engine to the first user.

# **Emission Warranty**

Additional Coverage is outlined under the Emission Warranty.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

# **Cummins Responsibilities**

#### **During The Base Engine Warranty**

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of towing expenses,

Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging, when the repair is performed at the site of the failure.

During The Extended Major Components Warranty Cummins will pay for the repair or, at its option, replacement of the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

# Owner Responsibilities

# **During The Base Engine Warranty**

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

During The Extended Major Components Warranty Owner is responsible for the cost of all labor needed to repair the Engine, including the labor to remove and reinstall the Engine. When Cummins elects to repair a part instead of replacing it, Owner is not responsible for the labor needed to repair the part.

Owner is responsible for the cost of all parts required for the repair except for the defective Covered Part and any Covered Part damaged by a Warrantable Failure of the defective Covered Part.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items replaced during the repair.

# During The Base Engine And Extended Major Components Warranties

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure during the Base Engine Warranty, the Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, fines, cargo damage, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

# Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content, Failure to use the specified fuel (see also Cummins Fuel Bulletin #3379001) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage.

# Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013 max. 15 parts per million
EPA Tier 4 Interim / Final max. 15 parts per million
EU Stage IIIB 2011 max. 15 parts per million
Euro 4/5 max. 50 parts per million
Euro 6 max. 15 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively effect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

This Warranty does not apply to accessories which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps and air compressors.

Excessive oil consumption for B Series Engines is covered for the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are covered for the first year from the date of delivery of the Engine to the first user.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THESE WARRANTIES AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

# **Emission Warranty**

# **Products Warranted**

This Emission Warranty applies to new diesel, LPG, compressed or liquid natural gas fueled Engines marketed by Cummins that are used in the United States\* or Canada in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after January 1, 1999.

# Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

#### Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel (see also Cummins Fuel Bulletin #3379001) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures

attributable to the use of incorrect fuels will be denied Warranty Coverage.

# Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013 max. 15 parts per million
EPA Tier 4 Interim / Final max. 15 parts per million
EU Stage IIIB 2011 max. 15 parts per million
Euro 4/5 max. 50 parts per million
Euro 6 max. 15 parts per million

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively effect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

# CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

\* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.



Cummins Inc. Box 3005 Columbus, IN 47202-3005 U.S.A.

Bufetin 3381278 Printed in U.S.A. Rev. 9/12 @1999 Cummins Inc.

# **Cummins Extended Coverage Plan**

# Coverage

Cummins Extended Coverage Plan (Plan) is available to be purchased for all eligible Cummins Engines used in automotive applications marketed for use anywhere in the world under the trademark "Cummins" or "Cummins ReCon®". This Plan covers any failure of the Engine, under normal use and service, which results from a defect in material or factory workmanship (Covered Failure).

This Plan begins on the expiration of the Cummins Base Engine Warranty applicable to the Engine. Coverage ends at the time, miles (kilometers) or hours specified on the accompanying Certificate, whichever occurs first, AS MEASURED FROM THE CUMMINS BASE ENGINE WARRANTY START DATE.

# **Cummins Responsibilities**

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Covered Failure.

Cummins will pay for the lubricating oil, antifreeze, diesel exhaust fluid, filter elements and other maintenance items that are not reusable due to a Covered Failure.

Cummins will pay reasonable labor costs for Engine removal and reinstallation when necessary to repair a Covered Failure.

# **Owner Responsibilities**

Owner is responsible for operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of this Coverage, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Covered Failure and make the Engine available for repair by such facility. Owner is also responsible for delivering the Engine to the repair facility. Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for all towing and/or travel expenses incurred as a result of a Covered Failure.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items provided during covered repairs unless such items are not reusable due to the Covered Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Covered Failure.

Owner is responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Covered Failure.

Owner is responsible for the cost to investigate complaints, unless the failure is caused by a defect in Cummins material or factory workmanship.

# Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel (see also Cummins Fuel Bulletin #3379001) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage.

# Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013 max. 15 parts per million
EPA Tier 4 Interim / Final max. 15 parts per million
EU Stage IIIB 2011 max. 15 parts per million
Euro 4/5 max. 50 parts per million
Euro 6 max. 15 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. Cummins is also not responsible for failures caused by incorrect oil or fuel, or by water, diesel exhaust fluid, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Aftertreatment components are not covered by this Plan.

This Plan does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, non-Cummins fan drives, Engine compression brakes and air compressors.

Cummins branded alternators and starters are not covered by this Plan.

This Plan does not apply to maintenance components, including, but not limited to: fuel injectors, fuel pump, STC hydraulic tappets, STC oil control valve, fuel control valve, low pressure fuel regulator, throttle plate actuator, spark plugs, spark plug boots, ignition coils, ignition control module, turbocharger, air compressor, fan clutch, water pump, fan hub, fan idler pulley assembly, vibration damper, belts, hoses, belt tensioner and thermostat.

Failures resulting in excessive oil consumption are not covered by this Plan.

Parts used to repair a Covered Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Covered Failure under this Plan assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

This Plan is transferable to subsequent Owners of the Engine by notifying a Cummins Distributor within 90 days of the transfer of ownership.

This Plan does not duplicate other Coverage applicable to the Engine.

Fees paid for this Plan are not refundable.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR THE PUBLISHED CUMMINS ENGINE WARRANTY APPLICABLE TO THE ENGINE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Coverage I.D.: NEC Coverage I.D.: RNE Coverage I.D.: CWB





# Important

The following warranty statement is for transmissions purchased by Participating OEMs (Original Equipment Manufacturers) and by Allison Transmission Distributor / Dealers. The term Participating means that the OEM participates in the warranty coverage provided by Allison Transmission and utilizes Allison Transmission authorized Distributor / Dealer network for warranty repairs. In the event that an OEM is not a Participating OEM then the OEM provides the warranty to the customer by utilizing their own network for warranty repairs.

Please refer to your vehicle's operator / owner's manual and or selling vehicle dealer for powertrain coverage.

## NEW PRODUCT WARRANTY

(Effective 1-1-2004)



# PARTICIPATING OEM SALES DISTRIBUTOR SALES

# LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN TRANSIT BUS APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in a Transit Bus in accordance with the following terms, conditions, and limitations.

#### WHAT IS COVERED

- WARRANTY APPLIES This warranty is for new Allison transmission models listed below installed in a Transit Bus and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- REPAIRS COVERED The warranty covers repairs or replacement, at Allison Transmission's option, to correct any
  transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed
  repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the
  circumstances.
- TOWING Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- PAYMENT TERMS Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart
  contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- OBTAINING REPAIRS To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- TRANSMISSION REMOVAL AND REINSTALLATION Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- WARRANTY PERIOD The warranty period for all coverages shall begin on the date the transmission is delivered to
  the first retail purchaser or, if the transmission is first placed in service as a demonstrator prior to sale at retail, on the date
  the transmission was first placed in such service The warranty period for all coverages shall end at the expiration of the
  coverage set forth below.

## APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

| APPLICABLE  |        | ANTY LIMITATIONS cheyer occurs first) | ADJUSTMENT OF PAID BY THE |           |
|---|--------|---------------------------------------|---------------------------|-----------|
| MODELS  | Months | Transmission Miles Or Kilometers      | Parts                     | Labor     |
| T255, T260, T265  | 0-12   | No Limit                              | No Charge                 | No Charge |
| MT, HT, V   | 0–24   | 0–100,000 m<br>0–160,000 km           | No Charge                 | No Charge |
| HD<br>B 210, B 220, B 300, B 400, B 500<br>T270, T280, T310, T325, T350, T375, T425, T450<br>EP40 (System), EP50 (System) | 0-24   | No Limit                              | No Charge                 | No Charge |
| AT  | 0–36   | 0–150,000 m<br>0–240,000 km           | No Charge                 | No Charge |
| EUROPE ONLY<br>(requires use of TES295 approved fluids)<br>T280, T310, T325, T350   | 0-48   | No Limit                              | No Charge                 | No Charge |

# 

- DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION Defects and damage caused as the result of any of the following
  are not covered:
  - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - Misuse of the vehicle;
  - Installation into unapproved applications and installations;
  - Alterations or modification of the transmission or the vehicle; and
  - Anything other than defects in Allison Transmission material or workmanship.

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- CHASSIS, BODY, and COMPONENTS The chassis and body company (assemblers) and other component and equipment
  manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission
  repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated
  outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the
  alteration(s).
- DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL — Defects and damage caused by any of the following are not covered:
  - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- MAINTENANCE Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the
  owner's responsibility.
- REPAIRS by UNAUTHORIZED DEALERS Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS Defects and damage caused by the use of parts that are
  not genuine Allison Transmission parts are not covered.

• EXTRA EXPENSES — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.

# OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.\*\*

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

# OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

# QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission General Motors Corporation P.O. Box 894 Indianapolis, IN 46206-0894

Attention: Warranty Administration PF9

Form SE0611EN (2003/12)



# Warranty Registration

a I ir o Ironsilor

2670 · EI

IQ. REGISTER YQUR, PRODUCT WARRANIY under the terms of Attre Transfor's North American Limited Product Warranty, complete the form below and MAIL TO:
AURO - Transfor

12648 Clark Stroot Santa Fe Springs, CA 90670, USA

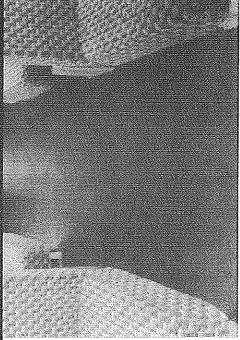
TRANSIT AUTHORITY ADDRESS:

| THE PROPERTY OF THE PROPERTY O |
|--|
| AREA TYPE:   |
| SPECIFYING AUTHORITY.CUSTOMER;   |
| INSTALLED BY Flooring Contractor;  |
| INSTALLATION DATE:   |
| PRODUCT TYPE.  |
| ROLL NUMBERS & QUANTITY (sq.yck/m²);   |

| Ploase complete the correct return address:  |  |
|--|--|
| NAME   |  |
| ADDRESS:   |  |
|  | THE CONTRACT OF THE CONTRACT O |
| The state of the s |  |
| CITY.  |  |
| STATE/PROV:  | ZIPPOSTAL CODE   |
| IE.  | FAX:   |
|  |  |

| .210  |         | 10000                 |                                       |
|-------|---------|-----------------------|---------------------------------------|
|       |         | 100                   | 7775                                  |
|       | 525950  |                       | 11:50                                 |
| 255,5 |         |                       | 41.00                                 |
| 500   |         | ,                     |                                       |
|       | 9000    | 100                   | 3000                                  |
|       |         | RV A TEO              |                                       |
|       | 30,400  | SOMPLETEL<br>RV AITEO |                                       |
| 4000  | 10 BE   |                       | 11/16/20                              |
| S. C. | w :     | 6 P                   |                                       |
| 221   | ш.      | 3 P                   |                                       |
| ****  |         |                       | 1000                                  |
|       | O :     | = <                   |                                       |
|       | ≥       | 2                     |                                       |
| 200   |         | - >                   | • :: ::                               |
|       |         |                       |                                       |
| 200   |         | 0 Hills               |                                       |
| 20.9  |         | DAY:                  | あして.                                  |
|       |         |                       |                                       |
| ***** |         |                       |                                       |
| 200   | *****   |                       | 0.00                                  |
| 1000  |         |                       | 100                                   |
| 200   |         |                       | 100                                   |
| 4,000 |         | Series.               | 51,7737                               |
| 100   |         |                       | <u>-</u>                              |
| 337   | 10000   |                       |                                       |
| 100   | 11.00   |                       |                                       |
|       |         | -77.75                |                                       |
| 1000  | 1000000 |                       | 1000                                  |
| 400   | -2000   |                       |                                       |
| 7.11  | 20.00   | 100000                |                                       |
| 2500  | 13000   | 200 (0.00)            | 11.00                                 |
| 2000  | 2.77    |                       | 1000                                  |
| 450   |         |                       |                                       |
| 533   | 50,000  |                       | 1000                                  |
| 3.4   |         |                       |                                       |
|       | 10004   |                       | 11.75                                 |
| 100   | 130,000 | 27.45                 |                                       |
|       | 14      | 200                   |                                       |
| 100   | 2,075   | 100000                | 1000                                  |
| 40.1  | 500000  | 2.00                  | 222-2                                 |
| 12.0  |         |                       | 1000                                  |
| -000  | 5500    | -17                   | 14000                                 |
|       |         |                       | 11111                                 |
|       |         |                       |                                       |
| 17.00 | ******* | 333750                | 40.00                                 |
| 2000  | -2000   | 130 (4.3              |                                       |
| -742  | 3.773   |                       |                                       |
|       |         | 1000                  |                                       |
| 2.11  | 1.000   | 7.72.22               | 12.00                                 |
|       |         |                       |                                       |
|       | 59.5    |                       |                                       |
| 150   | 200     | 2000                  | 1                                     |
| .55   | 20000   |                       |                                       |
| 7275  |         |                       | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| 100   |         | 15.00                 | 10.00                                 |
| 13.74 |         | 2000                  |                                       |
| 275.0 |         | 100000                | 13.00                                 |
|       |         | 20.00                 | . (22.22                              |
|       |         | 1000                  |                                       |
|       |         | 50.00                 |                                       |
| -2    |         | × ×                   |                                       |
| : 2   |         | ·                     |                                       |
|       |         | 9. E                  |                                       |
| ∴ 🗠   | 212     | ::: <b>5</b>          | W.                                    |
| - 4   | - 5     | · 12                  |                                       |
|       |         | - 27                  |                                       |
|       |         |                       |                                       |
| ં≯    |         |                       | 100                                   |





# Warranty Terms & Conditions

recommendations concerning products sold or samples provided by Altro are based FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR upon tests believed to be reliable but do not constitute a warranty. ALL PRODUCTS (collectively "Altro") make no warranties, whether express, implied or statutory, other than the warranty that Altro Transflor products sold by Altro are tree from defects in ARE SOLD, AND SAMPLES OF PRODUCTS PROVIDED, WITH THE UNDERSTANDING maintained in accordance with Aliro's recommendations. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY ALTRO AND IS IN LIEU OF ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT PURPOSE. NO WAIVER, ALTERATION, ADDITIONS OR MODIFICATIONS OF THE materials and workmanship with normal use and service, when Installed and THAT BUYER HAS INDEPENDENTLY DETERMINED THE SUITABILITY OF SUCH Attro Limited, Compass Flooring Ltd. and Compass Flooring Solutions, Inc. BY AN OFFICER OF ALTRO, All statements, technical information and PRODUCTS FOR ITS PURPOSES.

WHAT TO DO IN CASE OF A PROBLEM: Buyer must contact the contractor who contractor is unable to remedy the problem and Buyer believes the problem is following address of any failure to conform to this warranty within the specified term (see Term of Warranty overleal) atter the Installation date and within thiny contractor's response, Buyer must notify Altro in willing by certifled mail at the installed the product upon discovery of a problem with a product, it the covered by the warranty provided herein, or Buyer is dissalished with the (30) days after the claimed defect that arises;

# IN NORTH AMERICA

Toll-froo; 800.382,0333 Fax; 562,944,8720 Santa Fe Springs, CA 90670, USA 12648 Clark Stroot ALTRO - Transflor

Buyer must retain all information and documents related to the problem until the notification, Altro shall correct any product that Altro determines is defective in matter is resolved. After After is so notified, Altro reserves the right to have an materials or workmanship by, at its option, repairing the detective product or authorized Attro representative inspect and verily the detect. On receipt of replacing such product from reguiar inventory product lines.

# **EXCLUSIVE WARRANTY**

puisuant to this warranty must be commenced within one year after the cause of indirect, consequential or incidental damages of any kind. Any action for breach Correction of nonconfamilies, in the manner and for a period of time provided above, shall constitute fulfillment of all obtigations and llabitities of Altro to Buyer relating in any way to the problem. The remedies set torth in this instrument are exclusive and represent Buyer's sole remedy. Attro shaft not be Itable for special, action has occurred,

which vary from state to state or province to province. Some states or provinces allow the exclusion or timitations of incidental or consequential damages so the This warranty gives you specific legal rights and you may also have other rights do not allow limitations on how long an implied warranty lasts and they do not above Ilmitations or exclusions may not apply to you.

# WHAT IS NOT COVERED - These limited warrantles do not cover.

- any problems with Attro Transflor classified as triegulars, seconds or remnants sold "as 1s"; =
- of malntenance materiats, which are not in accordance with Altro's written problems due to improper installation or maintenance, or misapplication €
- scratches, scuffs, cigarettes or other burning agents, discoloration caused surfaces, or any other improper misuse of or negligence or accident in damage in use due to cuts, rolling loads, gouges, punctures, stains, by adhesives, maintenance materials or tracking residue from other connection with the product; Ξ
- materials installed with visible defects or color variation and not disclosed problems due to maisture, alkall or hydrostatic pressure in the subfloor; ΞΞ
  - by Buyer on installation;
- problems due to subfloor fallures or Irregularities;
- premature wear caused by detective, worn or dystunctional castors or other mechanical applications; or ΞĒ
- labor or other costs resulting from removal and/or replacement of a product. 1

# Term of Warranty

All Altro Transflor products are sold with an extensive limited product warranty. The tength of warranty is defined the thickness of the product and for the specific flooring product. by the manufacturing process. the expected traffic conditions For "Terms and Conditions" please see overleaf.

workmanship within the specified term after the installation date, when installed and maintained Under normal use and service, in accordance with Altro's Altro flooring products are warranted to be tree from defects in materials and recommendations.

of warrantles for Affro Transflor At right are listed the length products.







12 YEARS









# Amerex Corporation Warranty For Vehicle Fire Suppression And Methane Detection Systems

# Warranty Statement:

AMEREX products are built to exacting standards of engineering and manufacturing and are rigidly inspected before leaving our premises. AMEREX warrants those components of its Vehicle Fire Suppression and Methane Detection Systems manufactured by AMEREX to be free from defects in material and workmanship for a period of three (3) years from the date of purchase. During the warranty period, any defective part will be repaired or replaced (at AMEREX option). This warranty is valid if: 1.) the system has been installed by an AMEREX Factory trained and CERTIFIED technician in strict accordance with the appropriate AMEREX Installation, Operation, and Maintenance Manual. 2.) the customer records verify that the system has been serviced every 1000 hours of vehicle operating time in strict accordance with the aforementioned manual, 3.) the "Warranty Registration Card" found on the back page of the AMEREX "Owner's Manuals" No. 10722 (For Fire Suppression) shipped with each extinguishing Agent Cylinder, has been completed and received by AMEREX. This warranty does not cover normal use and wear of any part, defects resulting from modification, alteration, misuse, exposure to corrosive conditions or extremely high temperatures, improper installation or maintenance. Warranties on component items not manufactured by AMEREX are provided by others whose warranty, evaluation and judgment will be final.

All implied warranties, including, but not limited to, warranties of fitness for purpose and merchantability, are limited to the time period as stated above. In no event shall AMEREX Corp. be liable for incidental or consequential damages.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of consequential damages, so that the above limitations or exclusions may not apply to you. AMEREX Corp. neither assumes nor authorizes any representative or other person to assume for it any obligation or liability other than as expressly set forth herein. This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. A completed copy of this document must accompany all warranty claims. To obtain performance of the obligation of this warranty, write to AMEREX Corp., Systems Division Warranty Dept., P.O. Box 81, Trussville, AL 35173 for instructions.

35173-0081

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

- 1. ENTIRE AGREEMENT. Amerex Corporation (the "Seller" or "Amerex") agrees to sell the goods covered herein (the "Goods") to Buyer on the following terms and conditions or the "Agreement") which supersede any other or inconsistent terms of Buyer. This contact constitutes the entire agreement between parties with respect to the Goods, and this Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Selfer. No representation, promise or term not set forth herein has been nor may be relied upon by Buyer. All references by Selfer to Buyer's specifications and smillar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect. All prices on Selfer's price list are subject to change by Selfer without notice.
- 2. QUOTATIONS. Where this form is used by Seller to place a bid, the quotation stated herein is for prompt acceptance and is subject to change and/or withdrawal without notice. Prompt acceptance of all quotations and apherence to delivery schedules are material terms of the bid and any subsequent agreement. In cases where freight allowance is included in the quotation, Buyer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.
- 3. ACCEPTANCE. This order shall not be binding upon Seller until accepted by an authorized representative of Seller at its sales office. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of these Terms and Conditions. Acceptance of delivery by Buyer will constitute Buyer's assent to these Terms and Conditions in their entirety.
- condition that Buyer agrees to all of these Terms and Conditions. Acceptance of delivery by Buyer wat constitute Buyers assent to these Terms and Conditions in their entirety.

  All prices are F.O.8. Selfer's plant of co. Acceptance of shipment by designated shipper, aflocation of Goods to Buyer at premises other than Selfer's, delivery to Buyer's representative or designee, or making of an invoice to Buyer, whichever first occurs, shell constitute tender of delivery. Upon tender of delivery, title shall pass to Buyer, subject to Selfer's right of stoppage in transit and to any interest of Selfer reserved to secure Buyer's payment or performance, irrespective of any freight allowance or prepayment of freight. Goods bed subject to Buyer's instructions, Goods for which Buyer has alled to supply shipping instructions, or in any case where Selfer, in its sole discretion, determines any part of the Goods should be held for Buyer's account, Selfer may invoice the Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced and held at any location for whatever reason shall be at a Buyer's nake and Selfer may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its part of the Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced any feet of the self-veries shall be accepted by Buyer and part for a contract professes and terms. When Buyer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Selfer may, at its option, give notice in whiting to Buyer that Selfer is ready and whiting to deliver and such notice shall constitute a valid tender of delivery, on tender shall be necessary but Selfer may, at its option, give notice in whiting to give the intensit. Upon the intensit and payment due hereunder by reason of loss or damage in transit, provided that such claim is received by Selfer within five (5) days of the receipt of Goods. Any such claims must
- SizeMs of PAYMENT. Terms to Buyers whose credit has been approved in writing by Seller are net cash 30 days affected invoice, unless otherwise agreed in writing by Seller. Credit will not be extended for orders less than \$100.00. If, at any time or for any reason, Seller shall have cause to question Buyer's abidity to perform, Seller may demand such assurances of Buyer's performance as Seller shall deem necessary in its discretion, including payment in advance for all shoments. If Buyer lass within 10 days of Seller's demand to provide Seller with such assurance, Seller shall be entitled to cancel any order then outstanding, receiver embrusement for its reasonable and proper cancellation charges and ad many proceed to collect, without limitation, any sums due and oxing, its reasonable cancellation charges and admanger resulting from Buyer's default. In the event of bankruptcy or insolvency of Buyer, or in the event of any proceeding brought against Buyer, voluntarily, under bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time and shall receive reimbursement for its reasonable and procer cancellation charges and shall be lable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount. Buyer shall be lable to Seller for full collection, including court costs and reasonable altorney's fees.
- 6. CANCELLATION, CHANGES AND RETURNS. This order is not subject to cancellation, change or return unless agreed to in writing by an authorized representative of Seller. At Seller's option, Buyer may be charged for any costs incurred by Seller prior to or as a result of such cancellation, change or return. In the event of any change, Seller shall be entitled to revise its prices and delivery dates to reflect such change. When Seller's agreement is obtained, Seller will accept returned material for credit if, in its sole discretion, it finds such material to be standard stock and in good condition. Such credit shall be the invoice price less 25% on acceptable goods, and less all shipping and handling charges. In all other cases, the credit in Seller's sole discretion shall be the scrap value of the Goods, less shipping and handling charges. All returns must be accompanied by an Amerex-ssued RMA (Return Materials Authorization). Please contact the Amerex Sales Department in writing and explain the nature of the problem. The RMA will be faxed or mailed to you in response.
- 7. DELAY IN OR PREVENTION OF PERFORMANCE. Selver shall not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by fires, floods, acts of God, sinkes, labor disputes, labor shortages, lack of or nability to obtain materials, fuels, supplies or equipment, nots, accidents, transportation delays, acts or failures to act of any government or of Buyer, or any other cause is beyond the reasonable control of Selver; and Selver shall have such additional trine for performance as may be reasonable notes the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Buyer of any Godos shall constitute a warver by Buyer of any claim for damages on account of any delay in delivery of such Goods. If delivery is delayed or interrupted for any such cause, Selver may store tire Goods at Buyer's expense and risk, and Selver may charge Buyer therefor a reasonable storage rate. If Selver is delayed in proceeding with production or Buyer's approval or acceptance of designs, drawings, prints, or is availing Buyer's approval or acceptance of the Goods, Selver shall be entitled to an adjustment in price commensurate with any increase in Selver's cost of production and any other losses and expenses incurred by Selver attributable to such delays.
- 8. DEFERRED DELIVERY. Any deferred defivery request by Buyer shall be subject to Seller's written approval. If such approval is given, Seller shall have the right to charge Buyer for the completed portion of the order and to warehouse all completed Goods at Buyer's expense and risk of loss. Seller also reserves the right, at its option, as to any uncompleted portion of the order to cancel said uncompleted portion in accordance with Paragraph 6 above, or to revise its prices and defivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the defay.
- 9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF LIABILITIES, BUYER'S REMEDIES, AND INDEMNIFICATION.
  9. WARRANTY AND LIMITATION OF the kind described by the kind described within this Agreement and the labout of the kind described within this Agreement and the labout of the kind described within this Agreement and the labout of the kind described within this Agreement and the labout of the labout of the kind described within this Agreement and the labout of the kind described within the labout of the labout of the kind described within the labout of the labout of the labout of the k

Selver an opportunity to investigate.

Provided that Selver is furnished prompt notice by Buyer of any defect and an opportunity to inspect the alleged defect as provided herein. Selver shall, at its option and in its sole discretion either. (i) repair the defective or non-conforming Goods, or part thereof, which are sent to Selver by Buyer within sixty days after receipt of the Goods at Buyer's plant or storage facilities, or (ii) if Selver is unable or chooses not to repair or replace, return the purchase price and an appropriate price actually paid. This warranty does not cover defects resulting from modification, alteration, misuse, exposure to corrosive conditions or improper installation or maintenance. Repair and/or replacement as provided above shall be at Selver's plant and shoped if 0.B. Plant unless otherwise agreed to by Selver. Iransportation changes for the return of the Goods or part thereof to Selver shall be prepaid by Buyer unless otherwise agreed to in writing by Selver. Selver shall be prepaid by Buyer warding its modification, alteration, misuse, exposure to corrosive conditions or improper installation or maintenance. Repair and/or replacement as provided above shall be at Selver's plant and shoped if 0.B. Plant unless otherwise agreed to by Selver. Iransportation changes for the return of the Goods or part thereof to Selver shall be prepaid by Buyer unless otherwise agreed to in writing by Selver. Selver shall be prepaid by Buyer and the solve above described repair and/or replacement of any Goods. The foregoing warranty does not cover failure of any part or parts manufacture of any part or parts from external forces, including but not furned to earthquake, installation, warding from the manufacture, delivery, sale, installation, use or simpnent of the Goods and whether based on contract warranty, fort or any other basis of recovery missons that it will not be able to every whatsoever, shall be, at the election of Selver, for any other basis of recovery whatsoever, shall be, at the electi

operates to bar recovery for such consequential damages.
THE FOREGOING WARRANITY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY SHALL SELLER BE LIABLE FOR ANY PUNITIVE SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OF THE GOODS OR OTHER PROPERTY COST OF SUBSTITUTE GOODS, DOWNTIME OR THE CLAIMS OF BUYERS FOR ANY OF THE AFORESAID DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND GY THE AFORESAID DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND BUYER AGREES TO DEFEND AND INDEMNIFY SELLER AGAINST ALL CLAIMS OR LOSSES (INCLUDING ATTORNEYS' FEES), INCLUDING PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY, RESULTING IN WHOLE OR IN PART FROM (1) THE NEGLIGENCE OF BUYER OR ITS CUSTOMERS (2) BUYERS OR ITS CUSTOMERS MISUSE. DAMAGE ALTERATION OR MODIFICATION OF SELLER'S GOODS, (3) BUYERS OR ITS CUSTOMERS USE OF THE GOODS IN ANY PRODUCT OR SYSTEM DESIGNED, MANUFACTURED OR SOLD BY BUYER OR ITS CUSTOMERS. OR (1) ANY BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT BUYER SHALL HAVE NO OBLIGATION TO INDEMNIFY SELLER FOR CLAIMS OR LOSSES THAT ARISE SOLELY FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER.

In any contract by Buyer for resale of the Goods, Buyer shall effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of the Goods, and shall exclude, as against Seller, any liability for special or consequential damages.

- D. PATENTS. If any claim is made against Buyer based on a claim that any of the Goods constitute an infringement of any U.S. Letter Patent, Buyer shall notify Selfer immediately. Selfer shall have the right, with Buyer's assistance, if required, but at Selfer's expense, to conduct settlement negotations of any libgation. If any of the Goods are held to infringe any U.S. Letter Patent, and their use is enjoined or, if as a result of a settlement, Selfer deems their continued use unadvisable and provided that Buyer has given Selfer the immediate notice provided for above and has used the Goods only in accordance with the provisions of this order and shall not have altered or changed them in any material way. Selfer shall, at its option and expense, procure for Buyer the right, to continue using the Goods, modify the Goods so that they become non-infringing, replace the Goods with non-infringing Goods of substantially equal quality, or replace the Goods and returnd the purchase price, less reasonable depreciation. The foregoing states Selfer's entire liability for patent infringement.
- 11. CONTROLLING LAW AND FORUM SELECTION. This Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Alabama. The exclusive venue for the resolution of all disputes between the parties shall be the state or federal courts within the State of Alabama, to which jurisdiction Buyer flereby submits.
- 12. ARBITRATION: DISPUTE RESOLUTION: PRESERVATION OF FORECLOSURE REMEDIES. Paragraph 11 notwithstanding, at the option or election of Selfer, any dispute, claim or controversy ("Dispute") between Selfer or Buyer relating to the transactions contemplated by this Agreement, including, without limitation, any claim based on or arising from an alleged lort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of finitiation and similar doctinnes shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Selfer and Buyer shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining candidates.
- 13. WAIVER. No delay or failure by Seller to exercise any right or remedy under these Terms and Conditions shall be construed to be a waiver thereof. Waiver by Seller of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent basis assign this order or any rights hereunder without the prior written consent of Seller. This Agreement, and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.
- 14. TAXES. Seller's prices do not include sales, use, excise or other similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future such tax shall be paid by Buyer, or in fleu thereof, Buyer shall provide Seller with all tax-exemption certificates required by the taxing authorities, at the time of sale.
- 15. CUMULATIVE NATURE OF REMEDIES. All remedies of Selver set forth herein shall be cumulative and shall be in addition to any other remedies available to Selver, whether at law, equity or otherwise. 04/01/2008



# Transportation Products Group Five-Year Limited Warranty

American Seating Company ("American Seating") expressly warrants to the original end user ("Purchaser") that Series 6000, Model KC548, Model DU48, Metropolitan TM, Model 850®, BC55, InSight® and Vision® Passenger Seating Collections ("Product") are free from defects in material and workmanship for a period of five years from delivery of the Product. This warranty includes all parts except passenger/securement belts, upholstery and cushion-filler material, which are subject to the guidelines of their manufacturer's warranty. In the event of defect noticed and reported to American Seating within the warranty period, American Seating will, at its option, repair or replace any Product that, in American Seating's opinion, has failed due to a defect in material or workmanship resulting from normal use. For the first two years of this warranty American Seating will pay reasonable labor costs incurred (reasonable labor costs established by American Seating) for repair or installation of a replacement Product. All claims are subject to prior approval by American Seating to be considered valid. THE WARRANTY DESCRIBED IN THIS PARAGRAPH IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Purchaser's sole and exclusive remedy against American Seating shall be for the repair or replacement of the defective Product as provided herein. No other remedy including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss shall be available to the Purchaser.

This warranty is provided directly to the Purchaser only and does not extend to any subsequent party and is for the American Seating Product as it is manufactured by or for American Seating and is voided as the result of alteration, modification, abuse, abnormal use, or misuse.

This warranty may not be modified in any way. A third party is authorized to extend only this warranty to the purchaser. In the event a third party extends to the Purchaser any additional warranty, such as warranty of fitness for any particular purpose or any other obligation not specifically encompassed this American Seating warranty, the third party shall be solely responsible therefore and the Purchaser shall have no recourse against American Seating with respect thereto.

All reports or notices required by this warranty to be given to American Seating must be in writing and delivered to: Attention: Warranty Claim Department, Transportation Products Group, American Seating Company, 401 American Seating Center, Grand Rapids, MI 49504-4499.



# LIMITED WARRANTY AD-9®, AD-IP®, AD-SP®, or AD-IS® Air Dryer

Bendix Commercial Vehicle Systems LLC ("Bendix") warrants to the original retail purchaser that the AD-9°, AD-IP°, AD-SP°, or AD-IS° Air Dryer sold by Bendix will be free from defects in materials or workmanship, for the warranty period shown below, whichever occurs first.

|                            | Years     | Miles (Km)           | Hours  |
|----------------------------|-----------|----------------------|--------|
| Type of Operation          | OE or Ser | vice New Warranty Pe | eriod  |
| Line Haul Tractor          |           |                      |        |
| Interstate Truck           |           |                      |        |
| Pick-up & Delivery Tractor |           |                      |        |
| Pick-up & Delivery Truck   | 3         | 350,000 (560,000)    | 10,800 |
| Intercity Truck            |           |                      |        |
| Charter Bus                |           |                      |        |
| Interstate Bus             |           |                      |        |
| School Bus                 |           |                      |        |
| Transit Bus                |           |                      |        |
| Refuse Hauler              |           |                      |        |
| Dump Truck                 | 1         | 100,000 (160,000)    | 3,600  |
| Cement Mixers              |           |                      |        |
| Off Highway Operation      |           |                      |        |
| Others                     |           |                      |        |
| Type of Operation          | Remanut   | actured Warranty Per | riod   |
| All                        | 1         | 100,000 (160,000)    | 3,600  |

The limited warranty does not cover defects or damage caused by abuse, misuse, road debris, accidents or improper installation, maintenance or service. Use of a non-genuine Bendix air dryer cartridge will void this limited warranty.

#### Product:

Product claimed to be defective must be returned freight prepaid via the Original Equipment (OE) dealership or authorized Bendix distributor within thirty (30) days after the date any defect is first discovered. **Unauthorized repairs will void this limited warranty.** 

Bendix will inspect the product and make the final determination as to whether the product is covered under the terms of this limited warranty. When a claim is allowed, Bendix' responsibility is limited at Bendix' sole option, to repair or replace the defective product with a remanufactured exchange unit. The replacement unit will be warranted for the remaining time period, mileage, or hours of the original warranty.

#### Labor:

For the first twelve (12) months, 100,000 miles (160,000 kilometers), or 3,600 hours, whichever occurs first, Bendix will also reimburse at its current labor rate applied to the standard hours allowed in Removal and Replacement Schedule (BW1322) when the defective product has been installed.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT WILL BENDIX COMMERCIAL VEHICLE SYSTEMS LLC BE LIABLE FOR INDIRECT, SPECIAL, PROGRESSIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED FOR SERVICE CALLS, TOWING, OR DOWNTIME.



CoatingSolutions

March 2, 2009

New Flyer Industries 711 Kernaghan Ave Winnipeg, Mb R2C 3T4

E.I. Dupont Canada Company CoatingSolutions-OEM 376 Fairall Street Ajax Ontario Canada L1S 1R6

RE: DuPont Coating Systems Warranty

To Whom It May Concern:

The following letter outlines the Warranty E.I. DuPont (DuPont) will provide to New Flyer Industries (NFI). The performance and warranty for DuPont for the following topcoat systems Imron® Elite™ and Imron® Elite™ Express are outlined below with performance differences over time.

Paint Warranty for Exterior Panels

Imron® Elite™ and Imron® Elite™ Express basecoat, clearcoat coating systems will have the highest gloss and color retention, 75% of original levels over 6 years. Imron® Elite™ and Imron® Elite™ Express single stage coating systems will retain a 50% gloss retention from the original gloss over 5 years. Imron® Elite™ single stage colors without clearcoat will experience fade changes over 5 years.

Provision of warranty coverage is based on New Flyer Industries applying various systems. The term "coating system" denotes that the substrate preparation, primer, topcoat and clearcoat (if used) application are all done in accordance with documented processes and procedures. If these conditions are met, then DuPont will provide a honor the warranty as defined in this letter. The length of the warranty will vary according to the coating system used, as follows:

|   | COATING SYSTEM                  | WARRANTY PERIOD |
|---|---------------------------------|-----------------|
| ĺ | Imron®Elite™ Single Stage       | 5 years         |
| ļ | Imron®Elite™ BC 8840S Clearcoat | 6 years         |

Structural Frame Warranty



Objections

4th Year Warranty \*\*

5th Year Warranty \*\*

# ENGINEERED MACHINED PRODUCTS INC

# **EMP Warranty Policy**

|                                    | Stand Alone        | : Components       |  |
|------------------------------------|--------------------|--------------------|--|
| Description                        | Fans               | Water Pumps        | P450-Alternator*                             |
| Length                             | 3 years            | 2 years            | 2-years                                      |
| Parts Cost                         | Part Replacement   | Part Replacement   | Part-Replacement                             |
| Handling                           | None               | None               | None   |
| Labor Rate                         | None               | None               | Per-EMP <u>'s-Warranty-Support</u><br>Policy |
| Standard Repair Times              | None               | None               | None   |
| Freight                            | 100%               | 100%               | <del>100</del> %                             |
| Towing                             | None               | None               | None   |
| Progressive (or collateral damage) | None               | None               | None   |
| Recall                             | None               | None               | None   |
| Objections                         | 30 days in writing | 30 days in writing | 30-days-in-writing                           |

TK1, TK2 & Oil Cooler Kits Included.

## E-Fan Cooling Base System for Transit & Motor Coach (Full Diagnostics Only) Includes: FiL-11 24V Pusher Fans, (1) EMP TMC Master Controller, (1) Radiator, (1) Charge Air Cooler, (1) Wire Harness, Shroud, Frame, Sensors, Other Related Hardware Description Coverage 3 Years Length Part replacement Parts Cost Handling None Labor Rate Per EMP's Warranty Support Policy Per EMP's Warranty Support Policy Standard Repair Times Freight 100% None Towing Progressive (or collateral damage) None Recall Negotiated

30 days in writing

Minimal Charge

Minimal Charge

Freight charges for returned parts will be reimbursed for ground shipment costs only (unless EMP requests expedited freight).

Cooling Base System carries a 3 year warranty for after-market and OEM sales. Excludes Gen I (CS20) System. For any additional warranty questions, please contact your Customer Service Representative at (906) 789-7497.

For a valid warranty claim, please navigate to <a href="http://www.emp-corp.com/support/rma-request/">http://www.emp-corp.com/support/rma-request/</a> and fill out the request form to receive an EMP RMA used to track your claim.

| www.emp-corp.com       |  |
|------------------------|--|
| 2701 North 30th Street |  |

 $<sup>{}^{\</sup>star}\,\mathsf{EMP}\,\mathsf{approved}\,\mathsf{air}\,\mathsf{intake}\,\mathsf{system}\,\mathsf{must}\,\mathsf{be}\,\mathsf{installed}\,\mathsf{per}\,\mathsf{installation}\,\mathsf{instructions}\,\mathsf{for}\,\mathsf{warranty}\,\mathsf{to}\,\mathsf{be}\,\mathsf{valid}.$ 

<sup>\*\*</sup> EMP reserves the right to use remanufactured products for the 4th and 5th year warranties.



# Customer Warranty Support Policy January, 2013

# Applicability:

This warranty support document covers EMP customers who have incorporated EMP products and systems into their equipment.

# **Product Warranty Registration:**

Warranty of parts and assemblies will be calculated from date of shipment from EMP or from evidenced 'date in service' in accordance with the warranty schedule in effect at time of shipment. In order to expedite warranty processing, customers are encouraged to register their product upon installation, providing a documented 'date in service' that will be maintained at EMP for purposes of warranty coverage. The customer may use the EMP Warranty Registration Form as shown in Appendix B.

# Level of Support:

**Technical Assistance:** On-line support will be available via EMP's website, <u>www.emp-corp.com</u>. Technical assistance is also available via phone, +1-906-789-7497, between the hours of 8am and 5pm EST

**Personnel Training:** EMP or authorized distributor will provide customer's technicians training on service of EMP products for diagnostics and repair. The training may be on-site, at a nearby location or via teleconferencing or a combination.

Allowable Repair Time: EMP will reimburse per the allowable repair time listed in the current Warranty Claim Form document. Allowable repair times may be updated on an annual basis. New activity codes and their allowable repair times may be added at any time.

**Stocking Program:** EMP encourages customers with multiple systems to maintain some service parts in stock. Contact your EMP sales representative for stocking recommendations.

Warranty Assignment: EMP will provide/coordinate warranty claim support to customers covering systems and related EMP parts purchased.

# Part Inspection and Return:

Warranty Repairs & Replacement Policy: Warranty of parts and assemblies will be calculated from date of shipment from EMP or from evidenced 'date in service' in accordance with the warranty schedule. The serial number of the assembly will be required for warranty claim processing of the assembly or components of the assembly.

Parts Return: Per EMP's direction, customer will ship the part back to EMP or a local representative for warranty coverage determination. Customer will pay shipping for the return and record their cost on the warranty claim form for reimbursement. Freight charges for returned parts will be reimbursed for ground shipment costs only unless EMP requests expedited freight. Reimbursement is subject to warranty review. All returned parts must be tagged with all of the following information:

Customer name, repair order #, repair date, vehicle mileage, vehicle ID# (fleet or VIN), RMA#, Description of faults found or problem solved by part replacement

**Photograph:** In some cases, EMP will request a digital photograph of the part being submitted for warranty coverage.

**Hold Parts:** EMP may ask customer to hold the part for up to 90 days for on site inspection from an EMP Regional Service Manager.

**No Fault Found:** In the case of no fault found, the part will be offered back to customer at customer's expense. Customer may request a report of the findings.

**Repair vs. Replacement:** Individual components such as fans, pumps and radiators are generally not repairable. EMP thermal system assemblies are repairable by replacing failed components. If multiple components on an assembly fail due to a single defect in workmanship or material, the entire assembly may be replaced. Customer technicians should reference the product service documents to diagnose a problem and determine if the part must be replaced. EMP Technical Service may be consulted for assistance in making the diagnosis and determination for replacement.

**New Products Claimed Defective:** Defective new stock will be handled under warranty as outlined in this procedure. Parts or units damaged in shipment are not covered by warranty. The responsibility for damage in shipment rests with the carrier.

Claims Procedure: When a customer service technician has determined that a part has failed and believes the part to have failed within the warranty coverage period, the warranty administrator for the customer must request an RMA number using EMP's online RMA request system at <a href="www.emp-corp.com/support">www.emp-corp.com/support</a>. EMP will contact the RMA requestor with the RMA information within one US business day. EMP will instruct the customer what action is to be taken with respect to the part(s). Part(s) are not to be sent to EMP or its agent without the express instructions being given by EMP. The RMA number will be used as a tracking number and must be recorded with the service documentation for the repair. The RMA may specify that customer is to hold the part for on-site inspection rather than shipping. If EMP chooses not to issue an RMA, then a Service Case number will be issued as a tracking number to be recorded with the customer service documentation for the repair.

All parts returned or held for inspection <u>must</u> be labeled with the assigned RMA number. NO CREDIT WILL BE ISSUED UNLESS PARTS ARE RETURNED (or available for inspection, in accordance with the RMA instructions) within 30 days of the issue date of the RMA.

Customer may use parts in stock or submit a purchase order for replacement parts needed to make the repair to the assembly. The customer warranty administrator will then complete the EMP Warranty claim form to request credit for the parts used, labor and freight for returning the failed part. The RMA or Service Case number must be included on the Warranty Claim Form.

The current content of the Warranty Claim form is shown in Appendix A, but the EMP Warranty Claim Form is an EXCEL document, available from EMP Technical Service.

All sections of the Warranty Claim form should be completed. If a particular section does not apply, this should be noted in the section. The customer warranty administrator will then e-mail the completed document to <a href="mailto:Service@emp-corp.com">Service@emp-corp.com</a> for processing. Credit invoices will be sent to the Warranty Reimbursement Contact as specified on the claim form, unless they request otherwise.

ALL WARRANTY IS SUBJECT TO FINAL APPROVAL BY EMP. Care should be exercised in the handling of any warranty work since if not approved; customer will not be credited. Customer

technicians are encouraged to call for technical support during troubleshooting if they have any questions.

Reimbursement: the Warranty Claim Form must be completed as follows:

Material Cost: "Parts Claimed" Parts used in a warrantable repair will be refunded at the current price. The price list may be updated by EMP once each year.

**Labor:** "Labor Claimed" Labor cost is to be charged to a labor rate agreed upon by EMP and customer in advance and may be negotiated annually. As of January 2013, this rate is not to exceed \$85 per hour. The EMP activity code and Labor time should match the list provided.

All units or operations not covered in this schedule may be submitted on a time plus material basis subject to review, adjustment and approval by EMP. In such cases, Customer shall provide a written description of such work along with the labor time claimed.

Freight/Shipping Costs: "Freight Claimed" Any parts requested for return by EMP shall be shipped prepaid by customer via the least costly method. Freight charges for returned parts will be reimbursed for ground shipment costs only unless EMP requests expedited freight. Customer should record the RMA number, parts returned, shipment tracking information and cost for reimbursement

**Accounting Procedure:** After EMP determines warranty coverage for a specific RMA or Case, EMP will review the Claim form and credit customer's account for the total amount of the claim unless there are discrepancies found. Any discrepancies will be discussed with the Warranty Reimbursement Contact as provided on the claim form.

# Appendix A – EMP Warranty Claim form (facsimile, not to be used for actual claim)

|                           | E                      | MP Warran | ty Claim Form   |  |                                       |  |
|---------------------------|------------------------|-----------|---|--|---------------------------------------|--|
| REFERENCES:               | RMA#                   | F         | CASE #  |  |                                       |  |
| Date:                     | Service Center nam     |           |   |  |                                       |  |
| Vehicle Owner:            |                        |           | Vehicle ID#   |  |                                       |  |
| Warranty Reimburse        | ment Contact name:     |           |   |  | · · · · · · · · · · · · · · · · · · · |  |
| Address                   |                        |           |   |  |                                       |  |
| City                      | ····                   | State     |   | Zip  |                                       |  |
| e-mail                    |                        |           |   |  |                                       |  |
| Phone #                   |                        |           |   |  |                                       |  |
|                           | 1977 A                 |           |   |  |                                       |  |
|                           | □ мн8                  | □ P450    | Component   |  |                                       |  |
| Product Type              |                        |           | Other:  |  |                                       |  |
| Denduck Carial Numbe      |                        |           |   |  |                                       |  |
| Product Serial Numb       |                        |           |   | -  |                                       |  |
| Initial Problem Descr     | iption/Complaint       |           |   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
| Initial Tests and Obse    | ervations:             |           |   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
| Repairs Made              |                        |           |   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
|                           |                        |           |   |  | 10001000000000                        |  |
|                           |                        | T         | CLAIMED   |  |                                       |  |
| Qty                       | Part #                 | Part      | Description   | Unit Price   |                                       | Price  |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           |   |  | \$                                    |  |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           | · · · · · · · · · · · · · · · · · · ·   |  | \$                                    | -  |
|                           |                        | LABOR     | CLAIMED   |  |                                       |  |
|                           |                        |           |   |  |                                       |  |
| Labor Time*               | EMP activity code*     | Other L   | abor description  | Labor Rate   |                                       | Total Labor  |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           |   |  | \$                                    | _  |
|                           |                        | FREIGHT   | CLAIMED   |  |                                       |  |
| Method                    | Tracking #             |           | Shipment Conte  | ent  | ٦                                     | otal Freight   |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           |   |  | \$                                    | -  |
|                           |                        |           |   |  |                                       |  |
|                           |                        | CLAIM:    | country and the second of the | u u como de color de la la color de la col |                                       |  |
|                           |                        |           | TOTALS  |  |                                       | Specification of the property of the Section of the Control of the |
| *aaa tab far allawad l    |                        |           | TOTALS  | Parts Claimed  | \$                                    |  |
|                           | abor time and activity |           |   |  | \$<br>\$                              |  |
| codes. If activity not in | ncluded on that sheet, |           |   | Labor Claimed  | \$                                    |  |
|                           | ncluded on that sheet, |           | F   |  |                                       | -<br>-<br>-  |

Standard Repair Times as of January 2012.

|      |                             | s of January 2012.  | No.4  |
|------|-----------------------------|---|---|
| Code | Labor Time<br>Allowed (hrs) | Description   | Notes   |
| TS-1 | 0.5                         | Hook up with electronic diagnostic and troubleshoot                                 |   |
| TS-2 | 1                           | Pressure test Heat Exchanger  |   |
| R-1  | 0.5                         | Remove and replace Fan  | First Fan   |
| R-1A | 0.25                        | Remove and replace Fan  | Each Additional fan                                   |
| R-1B | 1                           | Remove and replace fan blade  | includes remove and replace fan<br>from shroud        |
| R-1C | 0.25                        | Remove and replace fan finger guard   |   |
| R-2  | 0.5                         | Remove and replace Control Module   | First Controller                                      |
| R-2A | 0.25                        | Remove and replace Control Module   | Each Additional Controller                            |
| R-3  | 3                           | Remove and replace Charge Air Cooler  |   |
| R-4  | 3                           | Remove and replace Radiator   | Includes drain and refill coolant                     |
| R-4A | 4                           | Remove and replace Charge Air Cooler AND Radiator                                   | Includes drain and refill coolant                     |
| R-5  | 1.5                         | Remove and replace Wiring Harness assembly  | Applies to main harness for any thermal kit assembly. |
| R-6  | 0.5                         | Remove and replace Radiator or CAC Thermistor                                       |   |
| R-7  | 0.5                         | Remove and replace Power/Ground Pass through Studs                                  |   |
| R-8  | 0.5                         | Remove and replace Fuses  |   |
| R-9  | 0.5                         | Remove and replace Fuse Holder Bracket  |   |
| R-10 | 0.5                         | Remove and replace System Controller Bracket  |   |
| R-11 | 0.5                         | Remove and replace Diagnostic LED Bulb and Fan Reversal Switch Harness Assembly     |   |
| R-12 | 0.5                         | Remove and replace Drain Valve  |   |
| R-13 | 0.5                         | Remove and replace Cross Brace or Radiator Support                                  |   |
| R-14 | 1                           | Remove and replace Door Seals   |   |
| R-15 | 1                           | Remove and replace Power Steering Reservoir   |   |
| R-16 | 1                           | Remove and replace Power Steering Pump  |   |
| R-17 | 1                           | Remove and replace Power 450 Alternator   |   |
| R-18 | 0.5                         | Remove and replace Voltage Regulator  |   |
| _    |                             |   |   |
| R-19 | <u> </u>                    | Remove and replace Power 450 Wire Harness   |   |
| R-20 | 0.5                         | Remove and replace Alternator Pulley  |   |
|      |                             |   | All Thermal Kit modules as an                         |
| R-21 | 4 2                         | Remove and replace Main Cooling Module  Remove and replace WP29 electric water pump | assembly. Includes draining coolant.                  |
| R-22 | ۷                           | Tremove and replace vvr.29 electric water purity                                    | Includes drain and refill coolant                     |

# Appendix B - EMP Warranty Product Registration



Warranty Registration **POWERING THE FUTURE®** Mail or Fax this completed registration form to: EMP Advanced Development, LLC 2701 North 30<sup>th</sup> Street Escanaba, MI 49829

FAX# (906)789-7825

Service@emp-corp.com

|  | · · · · · · · · · · · · · · · · · · ·            |  |
|--|--|--|
| Product Type (Complete one form per product type. For complete thermal system assemblies you do not need to register each assembled fan/controller/pump) Product Model Number (see per per per per per per per per per p | ☐ Individual Fan☐ Individual Con☐ P450 Alternato | m - Number of fans troller   |
| Customer/ Business Name  | 9  |  |
| Mailing address – Street o   | or P.O. Box                                      |  |
| City, State, Zip code  |  |  |
| Customer Warranty Conta  |  |  |
| Customer Warranty Conta  | ct Phone #                                       |  |
| Customer Warranty e-mai  | [  |  |
| Date in Service  |  |  |
| If on vehicle, Fleet ID #  |  |  |
| Vehicle Make / Model   |  |  |
| Vehicle model year   |  |  |
| Vehicle Miles or Hours at i  | installation                                     | ☐ miles ☐ hours  |
| IF MH8 system, please pro  | ovide Alternator                                 |  |
| Serial Number  |  |  |
| Notes  |  | Serial number, part number and model number are on the EMP Product Label  WHE 4336 MODEL # |



INTERSTATE BATTERY 4430 17th AVENUE SW FARGO, ND 58103 701-232-4409

# **WARRANTY INFORMATION**

Interstate Battery part number 31-MHD has an 18 month free replacement due to manufacture defect.

New Flyer's part number is 241898.





| Coverage  | Parts   |
|---|---|
| 1 year / 50,000 Miles<br>(whichever comes first)  | 3rd party items e.g., slack adjuster<br>Wear items e.g. seals, bearings, bushings<br>Friction material, except natural wear |
| 2 year / 100,000 Miles<br>(whichever comes first) | Fleet defect if impacted vehicles > 25% of fleet No fleet defect for SR's <10 buses   |
| 5 year / 300,000 Miles<br>(whichever comes first) | All other parts   |

January, 2010



# Bus Air Conditioning Standard Warranty Claim Instructions Warranty Policy Labor Standards

# Contents

| Basic Two Year Warranty                | 1 |
|--|---|
| Warranty Services                      | 2 |
| Service Parts Warranty                 | 3 |
| Services, Clarification and Exclusions | 4 |
| Special Warranty Policy                |   |
| Maintenance and Consumable Items .     | 5 |
| Field Repairable Assemblies            | 5 |
| Sublet Repairs                         | 5 |
| Customer Reimbursements                | 6 |
| Special Warranty Agreements            | 6 |
| Diesel Injection Pumps                 | 6 |
| Diesel Oil Consumption                 | 6 |
| Unwarrantable Items                    |   |
| Shop Supplies Surcharge                | 7 |
| Missing Components                     | 7 |
| Clogged Transfer Pumps                 | 7 |
| Freight Carrier Damage                 | 7 |
| Electric Fuel Pumps                    | 8 |
| Summary of Unwarrantable Items         | 8 |
| Unit Serial Number                     | 9 |
| Sample Warranty Registration Form 1    | 0 |

# Manufacturer's Bus Air Conditioning Equipment Basic 2 Year Warranty

The Following Statement of Warranty appears on the reverse side of the customers copy of the warranty registration report:

A. Subject to the conditions hereinafter stated, the Manufacturer (Thermo King Corporation) warrants its equipment to be free from defects in material and workmanship for a period of two years from the date in service or 30 months from date of ex-factory shipment. This warranty extends only to the original owner of the equipment and is limited to repair or replacement (at Manufacturer's option) at any of its authorized service agencies of any part or parts which are returned to the Manufacturer by the service agency, and which, on Manufacturer's examination, will conclusively appear to have been defective.

This warranty shall not apply to any equipment which either (1) had been shipped from the plant more than 30 months before becoming defective or (2) had been so repaired or altered outside the Manufacturer's plant as, in the Manufacturer's judgment, to affect its stability or (3) had been subjected to misuse, negligent handling or accident or (4) had been installed or operated contrary to the Manufacturer's printed instructions.

The manufacturer reserves the right to make changes or improvements in design or product without thereby obligating itself to install the same upon its products previously manufactured.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OR QUALITY, WHETHER EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON THE MANUFACTURER'S PART. The Manufacturer neither assumes, nor authorizes any other person to assume for it, any obligations or liabilities except as herein expressed.

The Manufacturer is not responsible, and will not be held fiable in contract or in tort (including negligence) for special, indirect, or consequential damaged, including injury or damage caused to vehicles, contents, product cargo, or persons, by reason of the installation of any Thermo King product or its mechanical failure.

The decision of the Manufacturer shall be final and conclusive on any question in connection with the application or scope of this warranty.

B. When the date in service exceeds 90 days from the date of installation, a second pre-delivery inspection service must be performed by an authorized Thermo King dealer at the expense of the company selling the unit.

# Services Provided for Thermo King Owners

The Following statement appears on the reverse side of customers copy of the Warranty registration report:

# A. Parts and Labor

Any parts of a unit which are repaired or furnished as replacements under terms of the Manufacturer's Warranty (except parts which have previously been repaired or furnished as replacements) will be installed by any authorized Thermo King service agency without charge to owner for materials or labor. Such Warranty Services will be performed only by an authorized Thermo King service agency during regular working hours, and will not include overtime, telephone calls or telegrams. WHERE REPAIRS UNDER WARRANTY ARE EFFECTED OUTSIDE THE BOUNDARIES OF THE U.S.A., THE OWNER WILL BE CHARGED CUSTOM DUTIES AND ANY TAXES APPLICABLE TO PARTS AND LABOR ACCORDING TO THE REGULATIONS OF THE COUNTRY WHERE SUCH WARRANTY IS PERFORMED.

# B. Service Identification

This certificate when presented to any authorized Thermo King Service Agency, entitles the original owner to receive the above Warranty Services. If the registration plate is blank and the owner cannot establish the date in service, the service agency is not authorized to render said Warranty Services without charge. If a charge is made, the owner must present the paid invoice to the dealer from whom the unit was purchased for validating with the Manufacturer. The owner should make every effort to receive Warranty Services from the dealer who sold the unit.

# Manufacturer's Limited Warranty for New Service Parts

Subject to the conditions hereinafter stated, the Manufacturer (Thermo King Corporation) warrants its new Service Parts to be free from defects in material and workmanship for a period of 90 days from date in service. Certain Service Parts covered by extended or Prorated warranties will not be specified separately herein or in a Dealer warranty bulletin.

This warranty extends only to the original owner and is limited to repair or replacement (at Manufacturer's option) at any of its authorized service agencies of any part or parts which are returned to the Manufacturer by the service agency, and which, on Manufacturer's examination, will conclusively appear to have been defective.

This warranty shall not apply to any equipment which either)1) had been shipped from the plant more than one year before becoming defective or (2) had been so repaired or altered outside the Manufacturer's plant as, in the Manufacturer's judgment, to affect its stability or (3) had been subjected to misuse, negligent handling or accident or (4) had been installed or operated contrary to the Manufacturer's printed instructions.

The manufacturer reserves the right to make changes or improvements in design or product without thereby obligating itself to install the same upon its products previously manufactured.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OR QUALITY, WHETHER EXPRESSED OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON THE MANUFACTURER'S PART. The Manufacturer neither assumes, nor authorizes any other person to assume for it, any obligations or liabilities except as herein expressed.

The Manufacturer is not responsible, and will not be held liable in contract or in tort (including negligence) for special, indirect, or consequential damages, including injury or damage caused by vehicles, contents, product cargo, or persons, by reason of the installation of any Thermo King product or its mechanical failure.

The decision of the Manufacturer shall be final and conclusive on any question in connection with the application or scope of this warranty.

### **Warranty Services**

Under the terms of the Manufacturer's Limited Warranty, defective Service Parts will be replaced or repaired (at the Manufacturer's option) by any authorized Thermo King service agency without charge to the owner except for removal and installation labor, prorate adjustment and incidental expenses. Warranty services will be performed only at the premises of an authorized Thermo King service agency during regular working hours, and will not include overtime, telephone calls or telegrams.

WHERE REPAIRS UNDER WARRANTY ARE EFFECTED OUTSIDE THE BOUNDARIES OF THE U.S.A., THE OWNER WILL BE CHARGED CUSTOM DUTIES AND ANY TAXES APPLICABLE TO PARTS AND LABOR ACCORDING TO THE REGULATIONS OF THE COUNTRY WHERE SUCH WARRANTY IS PERFORMED.

### Service Identification

This certificate when presented to any authorized Thermo King Service Agency, entitles the original owner to receive the above Warranty Services. If the owner cannot establish the date in service, the service agency is not authorized to render said Warranty Services without charge. If a charge is made the owner must present the paid invoice and the defective part to the dealer from whom it was originally purchased for validating with the Manufacturer. The owner should make every effort to receive Warranty Services from the dealer who sold the part.

### Clarification on New Service Parts

### Coverage

- 1. Includes PARTS ONLY on items which are not repairable in the field.
- 2. Includes PARTS & BENCH LABOR on field repairable assemblies.
- 3. Coverage EXCLUDES LABOR to R & R assembly from unit, motor oil, refrigerant or other miscellaneous material or labor.
- 4. The unexpired portion of the original new unit warranty shall supersede the replacement parts warranty in any case where applicable.

### **Exclusions**

The replacement parts warranty is intended to cover DEFECTIVE material only. Consult directly with the SERVICE PARTS DEPARTMENT for specific instructions for handling material that falls into any of the following categories.

- New Non-defective Parts
- Mis-packaged Parts
- 3. Mis-numbered Parts
- 4. Obsolete Stock
- 5. Short Shipments
- 6. Shipping Damage

### **Special Warranty Policy**

### Maintenance and Consumable items

Thermo King warranty does not extend coverage to maintenance or consumable items which require periodic replacement as a result of normal wear such as those listed below:

- 1. Engine Oil
- 2. Lubricants
- 3. Filters
- 4. Cleaning Materials
- 5. Injector Nozzles
- 6. Spark Plugs Glow Plugs
- 7. Ignition Points, Condensers
- 8. Drive Belts
- 9. Water Hoses
- 10. Starter/Generator Brushes

These items ARE COVERED however, against DEFECTS in material and workmanship by the manufacturer for a 90 day period. In addition, certain items may be covered if replacement was required as a result of warrantable failure elsewhere in the unit. An example would be replacement of oil and filters if they had been contaminated by an engine failure under warranty.

### Field Repairable Assemblies

Thermo King dealers are required to perform adjustments or repairs as necessary on complete assemblies. Complete assemblies with minor problems that are easily corrected in the field include: Compressors with shaft seal leaks, alternators with blown isolation diodes, radiators with a small pin hole in the tank, and so forth. Other common field repairable assemblies include items such as engines, water pumps, injectors, starters, control panels, clutches, etc.

While repairing complete assemblies is always encouraged, in certain cases a point can be reached where it is simply not economical to do so. When material and bench labor begin to exceed 80 % to the cost of the assembly, it may be in everyone's best interests to consider a brand new replacement. Dealers are therefore requested to exercise good judgment when appraising the cost of rebuilding major components under warranty. In those cases where justified, it is recommended t consult the warranty department for specific authorization.

### Sublet Repairs

Sublet repairs for special services not normally performed in the shop will be considered under warranty.

Such services include: radiator repair, injection pump service, heli-arc welding, etc.

Warranty policy does not include provisions for a dealer mark-up on subcontracted repairs. Invoices for sublet repairs must be attached to the AWA and will be approved at dealer actual cost.

Special consideration for unusual or out of warranty situations should be cleared with the Warranty Department before proceeding with the repairs. An SWC form(Special Warranty Consideration) confirming the mutual agreement will be mailed to the dealer to attach directly to the claim form.

### **Customer Reimbursements**

Whenever a customer has been billed for repairs which were later covered under warranty, the reimbursement must be make at the prices which were ORIGINALLY CHARGED. . . not the amount of credit the dealer received from the warranty department. For example, if the parts on the original invoice were billed out at LIST PRICE, the customer is entitled to receive a credit at LIST PRICE, not dealer net. In such a case, the difference between List Price and Dealer Net must be adjusted internally by the dealer and not passed on to the customer. The same procedure must be observed for labor and incidental material.

### **Special Warranty Agreement**

The policy outlined in this publication applies generally to the standard line of Bus Air Conditioning units. Certain OEM bus applications may have special warranty agreements which extend or limit the coverage differently than herein stated. Dealers are therefore advised to consult the factory for specific clarification of warranty on any unusual or special application before proceeding with repairs.

### **Diesel Injection Pumps**

Bosch and Diesel Kiki injection pumps are to be repaired under warranty by their own network of service stations. The correct procedure is to remove the component, deliver to the nearest authorized injection pump dealer, confirm date placed in service, and ask for warranty consideration. If warranty is granted, apply to Thermo King Corporation for labor to R & R component and attach the injection pump dealer's No Charge or Warranty invoice to AWA claim. If warranty is denied by the injection pump dealer because of abuse or neglect, Thermo King Corporation will also disapprove any claim resulting from this same repair.

### Diesel Engine Oil Consumption

This procedure is to provide Thermo King dealers with a uniform test to determine the rate of oil consumption in diesel engines. This test is required by the engine manufacturers and Thermo King if the engine is to be repaired under warranty. This test may also be used for gasoline engines. Consult the Service Department for specific oil consumption valves on gasoline powered units and small 1-cylinder diesels.

Engines which are to be tested for warranty consideration must not have been in service more than 12 months or have less than 500 hours running time.

- Fill the crankcase to the FULL mark.
- 2. Run the unit in high speed for 24 hours. Stop the unit.
- Again, carefully measure the amount required to fill to full.
- 4. This added oil represents the oil consumed in the 24-hour period.
- 5. A consumption of one quart or more in the 24 hour period indicates action should be taken to determine and correct the cause.
- 6. The cost of performing this test, 1.0 hours labor plus 20 gallons of fuel oil, will be credited with the engine repair provided the engine is within the warranty period and approval for the repair has been granted by the Warranty Department. The cost of the test will not be credited if the rate of oil consumption does not indicate repairs are required.

IMPORTANT! See "Oil Consumption" under "Unwarrantable Repairs".

### Unwarrantable Items

The warranty coverage expressed in this publication is applicable exclusively to defective components manufactured or supplied by Thermo King Corporation. Under no circumstances will Thermo King extend warranty coverage to any failure, repair, damage or alteration such as te examples noted below.

### **Shop Supplies Surcharge**

The practice of charging a certain percentage of the bill for "shop supplies" is being used today by some dealers. The percentages seem to have quite a wide range from 1-10% of material, labor or both. This surcharge is intended to cover the cost of cotter pins, gasket cement, terminal ends, nuts & bolts, and other miscellaneous material sometimes difficult for the mechanic to identify on the work order.

Most dealers however, tend to consider material of this nature the same as any other overhead expense and include the cost in their hourly labor rate. Thermo King agrees with this policy and therefore makes no special provision to accommodate this surcharge in the warranty.

### **Missing Components**

Occasionally, engines and other major items are received into the Warranty Department without external accessories such as the starter, injection pump, etc. Missing components from complete assemblies claimed under warranty will be deducted from the dealer claim at current dealer net prices.

### **Clogged Transfer Pumps**

Hand pumps and transfer pumps that are clogged with foreign material from the fuel tank are not warrantable. When the impurities are removed, these pumps function properly and are not defective. Dealers are advised to inspect and clean filter screens and internal parts before condemning the pump as defective. Claims of this nature will not be considered as warrantable.

### Freight Carrier Damage

### Visual Damage

- If damage is severe, refuse shipment and do not sign freight bill.

  Order or release duplicate shipment necessary to satisfy dealer requirements.

  Recommend crating or packaging improvements which would prevent future shipping damage of a similar nature.
- B. At option of dealer:

If damage is superficial and dealer wishes to perform repairs, shipment may be accepted.

Damage should be clearly defined on freight bill and signed by drive as freight carrier responsibility.

Rework expenses are to be negotiated and charged directly to freight carrier.

### Concealed Damage

A. Every effort should be made to thoroughly inspect shipment prior to signing freight bill.

Note on freight bill and have driver sign for tears or signs of impact in cardboard or packaging, which may support a concealed damage claim discovered at a later date.

B. Report concealed damage to freight carrier immediately or in any event, no later than 15 days after receipt of shipment.

Clearly establish responsibility, if possible.

Appraise extent of rework or replacement required to render equipment acceptable.

Recommend improvements in packaging which would prevent future concealed damage of a similar nature.

### **Electric Fuel Pumps**

Electric fuel pumps will appear to malfunction if available voltage drops under 8 volts. A low voltage condition could be from a low battery during or after an extended period of cranking or a poor ground. In either case, it can easily mislead a mechanic into believing the pump is defective.

Fuel pumps should therefore be double checked with a good 12 volt battery before claiming them as defective. Pumps received by the factory without defects will not be considered as warrantable.

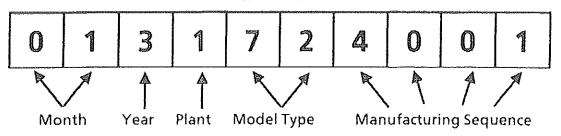
### Summary of Expenses Not Extended Warranty Coverage

- 1. Labor or equipment charges for removal of complete assemblies or units that are field repairable or not defective.
- 2. Normal wear and tear items such as belts.
- 3. Rebuilt exchange items (starter, alternator, etc.).
- 4. Pickup and delivery charges.
- 5. Thermostat calibration.
- 6. Temporary repairs.
- 7. "Comebacks".
- 8. Services performed at unauthorized repair agents.
- 9. Towing, down time, rental automobiles, lodging, telephone, telegraphs or other intangibles.
- 10. Overtime or premium labor or material charges.
- 11. Improper installation, careless or negligent workmanship on the part of the installer or dealer.
- 12. "Shop Supplies" surcharge on invoices.
- 13. Consequential damage or load loss.
- 14. Vehicle or equipment modifications of any kind.
- 15. Unit or engine adapter kit modifications.
- 16. Freight carrier damage.
- 17. Components of the air conditioning system or installation not supplied by Thermo King Corporation.

### Unit Serial Number Identification

A sample serial number is shown with an explanation of each digit.

### Serial number



Above sample = D-1 Cond/Evap built in Minneapolis, MN January 1983

### Plant Code

- 1. Minneapolis, Minnesota 4. Minneapolis, Minnesota
- 2. Louisvile, Georgia
- 5. Galway, Ireland
- 3. Liege, Belgium
- 6. Ciales, Puerto Rico
- 7. Champinas, S. P. Brazil
- 8. Arecibo, Puerto Rico
- 9. Factory School

# **TwinVision®**

Amber "Smart Series" Electronic Destination Sign System

### 10-YEAR LIMITED WARRANTY

3-Year Parts and Labor (Supplied by TwinVision na, Inc.)
7-Year Additional Parts Only

This Warranty is Effective January 1, 2012

TwinVision na, Inc. (the "Company") warrants each new TwinVision® Amber "Smart Series" Electronic Destination Sign product to be free from defects in material and workmanship, under normal use, for a period of 10 years, or 120 months. This warranty begins at the in-service date of the vehicle or 90 days after the original shipment date from the Company's manufacturing facility, whichever comes first. We warrant that the Electronic Destination Sign System product will conform to the contract description and that the goods supplied hereunder will be fit for the stated purpose.

During this warranty period, the obligation of the Company is limited to repairing or replacing, as we may elect, any part or parts of the aforementioned Electronic Destination Sign System product that, upon examination by TwinVision® factory-trained personnel or authorized agent, is determined to be defective in material and/or workmanship. It is agreed that any necessary repairs, renewals, software upgrades, or modifications due to defective material and workmanship occurring during this period shall be at the Company's expense. This warranty covers and will supply both the replacement defective components and labor (to the extent of the noted three-year period), which will be supplied by TwinVision® factory-trained personnel or authorized agent. Preapproval of outside labor must be obtained prior to repair if to be subject to reimbursement. The subsequent seven-year limited warranty will be for parts only.

Any equipment or part that has been replaced under the provisions of this warranty shall become the property of customer. Defective material, however, must be returned to the Company; failure to do so may void the warranty stated herein. Any material deemed defective is to be returned to the Company after receiving an RMA number and a shipping account reference (billing to the Company) from the Company. If defective material is not returned within a reasonable period of time (60 days), the Company reserves the right to invoice customer for the replacement material.

This warranty does not extend to any unit(s) that, in our opinion, has been subjected to abuse, misuse, or that has been inadequately maintained, or to damage caused by acts of nature or power surges exceeding specifications, or to any unit(s) that has problems relating to service or modification by anyone other than TwinVision® factory-trained personnel or authorized agent.

There are no other warranties, expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In no event shall the Company be liable for any loss of profits or any indirect or consequential damages arising out of any actual or alleged defect in material or workmanship.

## **TwinVision®**

Silver "Smart Series" Electronic Destination Sign System Chromatic "Smart Series" Electronic Destination Sign System

### 10-YEAR LIMITED WARRANTY

5-Year Parts and Labor (Supplied by TwinVision na, Inc.)
5-Year Additional Parts Only

This Warranty is Effective January 1, 2012

TwinVision na, Inc. (the "Company") warrants each new TwinVision® Silver and/or Chromatic "Smart Series" Electronic Destination Sign System product to be free from defects in material and workmanship, under normal use, for a period of 10 years, or 120 months. This warranty begins at the in-service date of the vehicle or 90 days after the original shipment date from the Company's manufacturing facility, whichever comes first. We warrant that the Electronic Destination Sign System product will conform to the contract description and that the goods supplied hereunder will be fit for the stated purpose.

During this warranty period, the obligation of the Company is limited to repairing or replacing, as we may elect, any part or parts of the aforementioned Electronic Destination Sign System product that, upon examination by TwinVision® factory-trained personnel or authorized agent, is determined to be defective in material and/or workmanship. It is agreed that any necessary repairs, renewals, software upgrades, or modifications due to defective material and workmanship occurring during this period shall be at the Company's expense. This warranty covers and will supply both the replacement defective components and labor (to the extent of the noted five-year period), which will be supplied by TwinVision® factory-trained personnel or authorized agent. Preapproval of outside labor must be obtained prior to repair if to be subject to reimbursement. The subsequent five-year limited warranty will be for parts only.

Any equipment or part that has been replaced under the provisions of this warranty shall become the property of customer. Defective material, however, must be returned to the Company; failure to do so may void the warranty stated herein. Any material deemed defective is to be returned to the Company after receiving an RMA number and a shipping account reference (billing to the Company) from the Company. If defective material is not returned within a reasonable period of time (60 days), the Company reserves the right to invoice customer for the replacement material.

This warranty does not extend to any unit(s) that, in our opinion, has been subjected to abuse, misuse, or that has been inadequately maintained, or to damage caused by acts of nature or power surges exceeding specifications, or to any unit(s) that has problems related to service or modification by anyone other than TwinVision® factory-trained personnel or authorized agent.

There are no other warranties, expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In no event shall the Company be liable for any loss of profits or any indirect or consequential damages arising out of any actual or alleged defect in material or workmanship.

### **TwinVision**°

# TwinVision® All-LED "Smart Series" Electronic Destination Sign Systems

In 2008, TwinVision na, Inc. continues its pioneering legacy with the introduction of its TwinVision® All-LED "Smart Series" product.

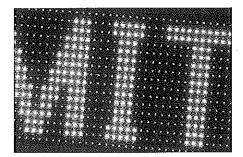
Featuring a more advanced processing system, which has been integrated with our industry proven all-LED electronic destination sign systems, we believe that this product will become the new standard for the North American market. It utilizes state-of-the-art processors to monitor system health and solid-state LED devices to provide an extremely bright message with wide-angle visibility both day and night. Since there are no moving parts in this product, maintenance costs and system diagnostic times are significantly reduced.

### Features

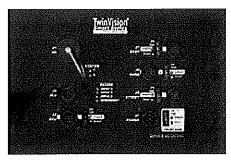
- Advanced processing capacity to operate and monitor system health of EDSS
- Centralized data panel for monitoring EDSS health
- Full TwinVision<sup>®</sup> ELYSÉ<sup>®</sup> programming compatibility with Windows<sup>®</sup> 2000 or Windows<sup>®</sup> XP
- Color-coded, vibrant yellow, point-to-point bus harnesses for quick identification
- Industry-standard keypad Operating Console Unit with USB port for highspeed route data uploading
- · Open architecture for J1708, J1939 and RS232 (farebox option) compatibility
- Easy integration with on-board IT systems
- · High intensity light emitting-diodes
- · Minimum operating life of 100,000 hours
- · LEDs have automatic brightness adjustment
- Full readability for a total of 130 degrees
- 12 or 24 VDC operation
- ADA-compliant fonts and graphics
- Display case inhibits entry of dirt, dust, water, and other contaminants during normal operation
- Improved access panels and display boards for easy maintenance/replacement
- · Programmable to display independent messages
- · Emergency messages activated by a push button or toggle switch
- Display messages readable from as far away as 350 feet

### Benefits

- · Ability to monitor health of entire electronic sign system
- · Increased reliability due to a solid-state design
- · Reduced operating and maintenance costs
- · Flexibility in configurations and sizes
- · Easy operation of signs and software
- · Improved upload time of route data



TwinVision\* All-LED products provide an extremely bright message with wide-angle visibility both day and night.



Vehicle Health Monitoring Panel

TwinVision® All-LED Smart Series Sign System



# TwinVision® All-LED "Smart Series" Electronic Destination Sign Systems

### **Specifications**

### Display and Case Dimensions in Inches (H x W x D)

| FRONT SIGN                      | VIEWING AREA                          | DISPLAY HEIGHT AND WIDTH | HEIGHT/WIDTH/DEPTH |
|---------------------------------|---------------------------------------|--------------------------|--------------------|
| TwinVision® All-LED             | 24 rows x 200 columns                 | 9.25 x 63.75             | 12,0 x 65.0 x 2.25 |
| TwinVision3 All-LED             | 16 rows x 160 columns                 | 7.9 x 62.75              | 11.5 x 65.0 x 2.5  |
| TwinVision <sup>®</sup> All-LED | 16 rows x 160 columns (smaller pitch) | 6.1 x 47.0               | 8.9 x 49.9 x 2.75  |
| TwinVision® All-LED             | 16 rows x 140 columns                 | 7.9 x 54.9               | 11.5 x 58.2 x 2.75 |
|                                 |                                       |                          |                    |
| SIDE SIGN                       | VIEWING AREA                          | DISPLAY HEIGHT AND WIDTH | HEIGHT/WIDTH/DEPTH |
| TwinVision <sup>®</sup> All-LED | 14 rows x 108 columns                 | 4,25 x 42,25             | 6.9 x 44.9 x 2.5   |
| TwinVision <sup>3</sup> All-LED | 14 rows x 72 columns                  | 4.25 x 28.0              | 6.9 x 30.75 x 2.5  |
| TwinVision® All-LED             | 8 rows x 96 columns                   | 2.5 x 37.4               | 6.9 x 39.0 x 2.45  |
|                                 |                                       |                          |                    |
| ROUTE SIGN                      | VIEWING AREA                          | DISPLAY HEIGHT AND WIDTH | HEIGHT/WIDTH/DEPTH |
| TwinVision® All-LED             | 16 columns x 48 columns               | 6.1 x 17.0               | 10,3 x 19.4 x 2.9  |
|                                 |                                       |                          |                    |
| REAR SIGN                       | VIEWING AREA                          | DISPLAY HEIGHT AND WIDTH | HEIGHT/WIDTH/DEPTH |
| TwinVision <sup>®</sup> All-LED | 16 rows x 48 columns (external)       | 6.1 x 17.0               | 11.5 x 23.6 x 3.9  |
|                                 |                                       |                          |                    |
| DASH/BLOCK NUMBER SIGN          | VIEWING AREA                          | DISPLAY HEIGHT AND WIDTH | HEIGHT/WIDTH/DEPTH |
| TwinVision® All-LED             | 14 rows x 36 columns                  | 4.25 x 14.0              | 6.9 x 16.5 x 2.5   |

### Designed For:

- Transit buses
- · Light rail vehicles
- Trains/subway cars
- · People movers
- Monorails
- Airport vehicles
- · Tour buses

### TwinVision na, Inc.

4018 Patriot Drive, One Park Center, Suite 100 • Durham, NC 27703 | P.O. Box 14068 • Research Triangle Park, NC 27709-4068 Phone: (919) 361-2155 • Fax: (919) 361-9635

### Vansco Warranty Agreement

January 25, 2008

The following are the terms and conditions from the current agreement between Vansco and New Flyer.

#### 3. WARRANTY

3.1 Vansco shall warrant to the end user the Goods against materials and workmanship as follows:

- a) If any part of the Product proves defective in material or workmanship within three (3) years from the date of sale of bus by New Flyer to end user or the exceeding of 150,000 miles on the mileage of the bus by the end user who purchased the bus from New Flyer, whichever occurs first.
- b) The defective Product must be returned by the end user within 30 days of the discovery of the defect.
- c) Vansco shall have the option to repair or replace the defective Product.
- d) Vansco shall pay for labor charges in accordance with the fixed repair schedule below.

### 3.2 Return of defective parts.

- a) Parts can be returned directly from the end user to Vansco, or be routed via New Flyer, as per choice by New Flyer.
- b) Product shipped to Vansco freight prepaid will be returned freight prepaid. Product shipped to Vansco freight collect will be returned freight collect.
- 3.3 <u>Remanufactured Parts</u>. Remanufactured, refurbished, reworked or any kind of used parts are acceptable as an offset to claims for warranty.
- 3.4 <u>Fleet defect.</u> Vansco will recognize the fleet defect rate to be 20% for the failure rate of a component, after which all affected buses within the same contract are to be corrected with the same campaign.
- 3.5 Payment for warranty claims. Vansco shall have 60 days to action a warranty claim from New Flyer after receipt.
- 3.6 <u>Fleet Defect.</u> Vansco shall assume all (labor and parts) cost responsibilities for remediation when failure of a component within a contract Sales Release (SR) reaches or surpasses 20%. Vansco shall meet these requirements within the timeline specified within the property/New Flyer contract

### 3.7 Limitations.

a) This warranty may only be enforced by the first end user who purchases the bus from New Flyer. All subsequent users of the Good and/or Service acquire the Good and/or Service on an "as is" basis without any benefit of this limited warranty.

- b) This warranty does not apply to any Good and/or Service that is damaged as a result of misuse, neglect, accident or fire, or of lightning, flooding or other acts of God, of by improper installation, maintenance or use, of which Vansco will solely determine. This warranty does not apply to a Good that has been modified or repaired by any unauthorized party that has in Vansco's sole opinion affected or altered the Good's performance or reliability. This warranty will be of no effect if in Vansco's sole opinion, the Good substantially fulfills the performance requirements.
- c) This warranty is in lieu of and excludes all other warranties, guarantees, conditions or liabilities, either express or implied by operation of law or otherwise (including, without limitation, any obligation of Vansco with respect to consequential damages) and shall not be extended, altered or varied except by a written instrument signed by Vansco and New Flyer. The sole and exclusive remedy against Vansco shall be for the repair or replacement of the defective Good as provided and associated labor costs as set out by the fixed repair schedule below. No other remedy (including but not limited to incidental, consequential and special damages, injury to person or property, or any other loss) shall be available.
- d) This warranty shall not apply to the supply of Goods and/or Services pursuant to After Market parts distribution.

### 3.8 Fixed Repair Schedule.

The following fixed repair schedule shall apply to the repair of any defective Good:

- a) 5 minutes
  - Setup laptop.
  - Hookup the necessary cables to interface with the bus via Pocket Gateway or Data Link Adapter.
- b) 5 minutes
  - Find and open all the access panels to the VMMs. This is to see all the LEDs on board the units.
- c) 5 minutes
  - Run Diagnostics on the laptop looking for any faults.
  - If any faults are found, push/wiggle the I/O connectors to see if there are any poor contacts causing the problem.
- d) 5 minutes
  - Remove the I/O Connectors and inspect the pins to see if all are seated correctly.
  - If all is good, continue to remove the remainder of the unit by unbolting it from the mounting plate.
  - Install the replacement unit.
- e) 10 minutes
  - Double check all mounting bolts and connectors.
  - Fasten all panel covers on and clean up diagnostic equipment.

The time required to diagnose, troubleshoot and replace a unit is 30 minutes.

If there are any questions, please do not hesitate to contact me.

Regards

Randy Kehler Strategic Account Manager Vansco Electronics LP

(204) 294-2934 rkehler@vansco.ca

### EXHIBIT C

### WARRANTY - OEM SUPPLY AGREEMENT

### Limited Warranty: Parts & Labor

Vapor warrants: (i) good and marketable title to the Product; (ii) the Product shall be free of defects in material and workmanship and (iii) the Product shall comply with the uses set forth in the applicable bus purchase contract specifications - where one is supplied and agreed to; if properly installed and maintained and under the normal use and service for which the equipment is intended, consistent with New Flyer's contractual warranty obligation with its customer, up to a maximum period of three (3) years from shipment of the Product from Vapor's Facility or 150,000 miles in service, whichever occurs first. The warranty is limited to a one year parts only for certain consumable components like brushes, seals, air wave switches and related wear items. If within this period, New Flyer notifies Vapor of a material failure of the Product to substantially conform to the above warranties, at Vapor's option and upon New Flyer's return of the Product to Vapor's facility, Vapor shall either replace or repair the Product without charge. If Vapor authorizes New Flyer or the end user to affect the necessary repair or replacement of a defective Product, Vapor will reimburse New Flyer for labor at a rate not to exceed \$75 USD per hour and payment will be based on the hours estimated by Vapor to perform the task. The warranties set forth in above do not apply to any Product which has been repaired or altered, other than by Vapor, or has been subject to misuse or abuse. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall Vapor be liable to New Flyer for any consequential, incidental, special or punitive damages of any kind and Vapor neither assumes nor authorizes any other person to assume for it any other liability in connection therewith. New Flyer's exclusive remedy shall be as set forth herein. Transportation charges shall be borne by Vapor for all properly returned Products under warranty.

Warranty claims must be submitted to Vapor by New Flyer within 60 days of the original end customer claim, with adequate backup including in-service mileage and failed Product, in order to be approved and processed by Vapor. Warranty claims older than 120 days from the original claim date will not be processed or approved for payment unless otherwise agreed in writing by an authorized Officer of Vapor.

New Flyer shall be solely responsible for material and labor for failures of the hardware and/or components they supply. Vapor's acceptance or approval of hardware and/or components supplied by others does not transfer this liability in part or in whole to Vapor. Vapor's express warranties set forth herein are restricted only to the hardware and/or components selected and supplied by Vapor with Product.

### Appendix B

#### Attachment J:

### 2018 Emissions Changes

The U.S. Environmental Protection Agency (EPA) and the Department of Transportation's National Highway Traffic Safety Administration (NHTSA) have proposed a national program that would establish the next phase of greenhouse gas (GHG) emissions and fuel efficiency standards for medium- and heavyduty vehicles. The second phase of this program, which affects Model Year 2018 and later vehicles, further reduces carbon emissions and improve the fuel efficiency of heavy-duty transit vehicles, helping to address the challenges of global climate change and energy security.

### Impact on to New Flyer Xcelsior XN40:

The Cummins ISL-G engine is currently the only qualified and tested CNG engine on the New Flyer Xcelsior.

**Anticipated Technical Changes:** As of the date that this Agreement is signed by New Flyer, Cummins has not provided detailed engineering data outlining the changes that will be made to the ISL-G engine package as a result of the 2018 EPA changes.

For informational purposes, New Flyer believes that the MY 2018 Cummins ISL-G engine package will incorporate:

- Changes to the After treatment Device (catalyst)
- Mandatory CCV System (catalytic converter)
- On Board Diagnostic System compliance, resulting in changes to the Engine Control Module, electrical harnesses and related electrical system changes.

**Required Testing:** Once the changes have been fully defined by Cummins, and an engine is produced for testing, a full IQA test will be required, including a 10,000 mile field test. This testing will be conducted during 2017, in preparation for 2018 deliveries.

Ordering Deadlines: Based on changes to the applicable regulations, New Flyer does not believe that prebuying 2017 engines to be incorporated in vehicles delivered after January 1, 2018 will be an option, due to changes in the regulatory reporting process. Buses scheduled for delivery after January 1, 2018 will have the MY 2018 Cummins ISL-G engine package included.

Price Changes: Costs for the 2018 EPA changes to the Xcelsior XN40 will be developed once Cummins specification and engine system costs are made available to New Flyer. At that time, the amount of the price adjustment will be provided to DTPW in accordance with Section 5 of this Agreement. New Flyer will price these changes to the County at New Flyer's cost, but such price adjustment shall be capped at a not exceed amount of \$18,000 USD per bus.

### Appendix B

#### Attachment K:

#### **BUS DELIVERY SCHEDULE**

New Flyer shall deliver 300 XN40 in accordance with the following Delivery Schedule.

Bus delivery to DTPW shall be determined by mutual agreement and coordination of the Parties. Unless otherwise agreed by the Parties, New Flyer shall deliver each tranche of buses to the Central Bus Garage (the "Point of Delivery") 3431 NW 31 Street, Miami, Florida or other such facility as designed by DTPW on normal days of business (Monday to Friday, except statutory Holidays) and during normal business hours (7:00 a.m. to 3:00 p.m.).

Unless otherwise agreed by the Parties, a maximum of 5 buses per week shall be delivered to DTPW.

Should New Flyer fail to meet the Project Deadlines (Column B) for Delivery of Lead Bus or Production Buses Complete, liquidated damages may be assessed in accordance with Section 12 of this Agreement. The Project Deadlines (Column B) is expressed in terms of Weeks from bus order provided by Trillium in accordance with Section 7 of this Agreement.

| Column A: Project Milestone        | Column B: Project Deadline<br>(Weeks from Receipt of Bus Order) |  |
|------------------------------------|---|--|
| Receipt of Bus Order               | 0 Weeks   |  |
| Pre-Production Meeting             | 8 Weeks   |  |
| Line Entry of Lead Bus             | 26 Weeks  |  |
| Delivery of Lead Bus               | 33 Weeks  |  |
| Line Entry of First Production Bus | 32 Weeks  |  |
| Production Buses Complete          | 107 Weeks   |  |

Upon delivery, New Flyer shall provide to the County the following documents:

- a. Manufacturer's statement of origin (signed, dated, and notarized) made out to Miami-Dade County, Florida, 2225 N.W. 72 Avenue, Miami, Florida 33122.
- b. Weight Certificate (if weight is not provided on Certificate of Origin)
- c. Warranty Certifications
- d. Bill of Sale or Invoice
- e. Mileage Disclosure

If the common carrier drive away delivery method is used, drivers shall keep a maintenance log in route and it shall be delivered to DTPW with the bus.

All documents mentioned above shall be delivered, or hand carried, to the General Superintendent of Bus Maintenance or designee, 3300 N.W. 32nd Avenue, Miami, Florida 33142.