

DAIMLER

Daimler Trucks North America LLC

**DAIMLER TRUCKS NORTH AMERICA LLC
DEALER-SPONSORED CUSTOMER PERFORMED
WARRANTY AGREEMENT
THOMAS BUILT BUS**

*** PARTS AND LABOR ***

AGREEMENT NUMBER: DBTBL74340
AGREEMENT - Renewal of DBTBL71867
CUSTOMER ACCOUNT NUMBER: R27410

This Agreement is between the following parties:

CUSTOMER, which is CLAY COUNTY SCHOOLS

DEALER, which is FLORIDA BUS UNLIMITED

COMPANY, which is Daimler Trucks North America LLC and its divisions and subsidiaries including Freightliner Trucks, Sterling Truck Corporation, Western Star Trucks, Inc, Freightliner Custom Chassis Corporation, Thomas Built Buses, Inc. and others which may be designated from time to time by Daimler Trucks North America LLC.

This agreement is in effect from November 30, 2014 for a period of three (3) years until November 29, 2017.

RECITALS:

1. Due to special circumstances, Dealer requests that Customer be allowed to perform certain warranty repairs on products manufactured by Company which customer owns or leases in the U.S. or Canada.
2. Provided that Customer agrees to perform warranty service in a manner prescribed by Company and provided that Dealer agrees to process warranty claims for such service, Company is willing to forego its usual warranty policy which requires that owners of new Company products receive warranty service only at and by authorized Company dealers.
3. This Agreement effects changes in usual operating procedure with regard to new product warranty, service and repairs prescribed and required by Company.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants contained herein, the parties agree as follows:

1. CUSTOMER AGREES:

- 1.01 To have and maintain a repair and service facility, located in the U.S. or Canada, that is approved by Dealer and Company and to submit claims under this Agreement only for work performed at such facility.
- 1.02 To provide Dealer within thirty (30) days of date of repair, all repair orders and other documentation required to file for warranty reimbursement.
Information required shall include, but is not limited to, the following:
- A) Product Identification Number (e.g. 2FUPYSIB1GY283923)
 - B) Product "In Service" Date
 - C) Actual Distance on the Product at the Time of Repair
 - D) Date Of Repair
 - E) Part Number, Part Costs and Supporting Invoices
 - F) Labor Hours and Supporting Documentation
 - G) Primary Failed Part Number
 - H) Body Serial Number (If applicable)
 - I) Any part related to a warranty repair must be retained for 30 days from the credit memo date or until notification of disposition is received via the Parts Tracking Reports; if a claim number appears on the Scrap Parts report, all parts associated with that claim may be scrapped immediately. Parts may be scrapped after 30 days from the date claim is paid unless: Part(s) Return is requested via the Failed Parts to Ship Recap Report. Part appears on the Hold Parts Report. (Hold for 30 days from the date of the report)
- 1.03 Customer will use authorized Company Dealers for major component repairs. Customer will use authorized Allison repair location for Allison transmissions, and for engines Customer must use authorized engine manufacturer repair shop.
- 1.04 To allow Dealer to enter Customer's facilities during normal business hours, with advance notice, for the purpose of periodic inspection of the facility.
- 1.05 Customer hereby releases Company and Dealer from any and all liability arising out of or otherwise connected with the performance of warranty repairs by Customer, as well as any failure to perform warranty repairs. Furthermore, Customer indemnifies and agrees to hold Company and Dealer harmless from and against any and all suits, claims, costs, actions, damages and liability, including reasonable attorneys' fees, arising out of or connected with Customer's performance of warranty repairs under this Agreement, or the failure to perform warranty repairs.
- 1.06 To comply with all warranty related service letters and procedural bulletins issued through Dealer by Company.
- 1.07 When practical, to purchase all parts for Customer Performed Warranty Repairs from Dealer. In a warranty repair, as with all repairs or services performed on a Company product, only material which meet the same high quality standards of Company original equipment are to be used, and MUST be purchased from an authorized Company Dealer. In the event non-genuine material is used, that item, and any progressive damage caused by that item, will not be warranted by Company.
- 1.08 Companies may perform warranty repairs under this Agreement only on products which meet the following requirements:
- A) The products must be owned and warranty registered in Customer's name
 - B) Customer must perform warranty repairs on the products at Customer's own maintenance facilities
 - C) If Customer is a leasing company, customer-performed repairs are permitted only on full-service lease products, not on products on finance lease or under contract maintenance agreement

- 1.09 To maintain required Company service literature for approved service facilities.
- 1.10 That reimbursements of warranty repairs will be based on times indicated in the applicable Company Time Guide. Repairs not covered in the Time Guides will be paid at actual time, providing the request is fair, reasonable, and consistent with industry practices. NOTE: Customers performing non-SRT (Standard Repair Time) repairs must be able to support the labor requested with time tickets.
- 1.11 Customer will not sublet any repair on company manufactured products to non-authorized facility.
- 1.12 Customer will notify Dealer upon the termination of employment of any employee of Customer who was previously authorized to perform recall-related work.

2. DEALER AGREES:

- 2.1 To remain the primary contact with Customer for resolution of questions or problems arising from this Agreement.
- 2.2 For each Customer repair and service facility which will be performing warranty repairs under this Agreement, the Dealer will:
 - 2.2.1 Inspect and approve in accordance with the criteria set forth by Company (see Attachment A).
 - 2.2.2 Complete and submit Attachment A to the Company's Warranty Department.
- 2.3 To submit warranty claims on behalf of Customer in accordance with the applicable Company Warranty Manual.
- 2.4 To provide Customer with training and service necessary to process repair orders in accordance with applicable Company Warranty Manual procedure.
- 2.5 To reimburse Customer at a rate mutually agreed upon by Dealer and Customer, within thirty days following receipt of payment from Company, for repairs, which Company has paid Dealer.
- 2.6 To complete all forms, to maintain files and documentation required by Company to support Customer warranty claims and to make available to Company such files and documentation as Company may request.
- 2.7 To coordinate set up of Customer with on-line access to service, technical, warranty and campaign information (or to provide printable electronic copies) in order to process repair orders in accordance with applicable Company Warranty Manual procedure.
- 2.8 Prior to performing recall-related work, Dealer shall train Customer with respect to each specific recall campaign applicable to Customer products. Customer and its employees may perform the recall-related work only after receiving this training and after Dealer and Company authorize Customer to perform the work on a specific recall. Recall work may only be performed by Customer's employees that have been trained and authorized by Dealer. Claims for recall work performed by Customer's employees that have not been trained and authorized by Dealer will be denied by Company.

3. COMPANY AGREES:

- 3.1 To review, process and pay Dealer for those warranty claims submitted and approved in accordance with the provisions of this Agreement, Company's Standard New Product Warranty, Extended Coverage and consistent with the applicable Company Policies and Procedures at the rate designated in the Company Warranty Manual.
- 3.2 To make warranty payments to Dealer, who will in due course pay Customer. Reimbursement for parts will be consistent with the current parts reimbursement rate, as detailed in the applicable Company Warranty Manual.
- 3.3 To assist Dealer with inspection of Customer's service facility and assessment of Customer's repair capabilities.
- 3.4 To provide Customer with on-line access to information Company deems necessary to process repair orders in accordance with applicable Company Warranty Manual procedure.
- 3.5 To allow Customer to perform Recall Campaigns on certain products that are owned by Customer. Company reserves the right to withdraw from Customer the authorization to perform any Recall Campaign or repair that Company feels Customer is not qualified or able to perform.
- 3.6 Company shall inspect and approve, if warranted, the facilities at which Customer desires to perform recall-related work. Company's inspection will be performed pursuant to Thomas Bus, Inc. Repair and Claim Submission Application Fleet Service Facility Evaluation. Customer may perform recall-related work only at facilities approved by Company pursuant to this paragraph.

4. WARRANTY AND LIABILITY:

Company's warranty for Customer's products is the Limited Warranty and Warranty Disclaimer set forth in Company's applicable Owner's Warranty Information Book, WHICH WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. Company's or Dealer's liability to Customer on any claim of any kind, including negligence, for any loss or damage arising out of, connected with or resulting from this Agreement or the performance or breach thereof, or from the manufacture, sale, delivery service, repair or use of any product manufactured by Company, shall not exceed the price allocable to the product or part thereof which gives rise to the claim. In no event shall Company or Dealer be liable for special or consequential damages.

5. MISCELLANEOUS:

- 5.1 DURATION/TERMINATION: This Agreement shall begin as of the Effective Date above; however, either party may terminate this Agreement, for any reason, at any time after the Effective Date upon thirty days prior written notice to the other party
- 5.2 No change, modification, extension, renewal, discharge, abandonment or waiver of this Agreement of any of its provisions, nor any representation, promise or condition relating to this Agreement shall be effective unless made in writing, signed by both parties, and approved by Company.
- 5.3 This Agreement covers only products manufactured by Company and owned or leased by Customer (or to a leasing company for lease to Customer) which were originally sold to Customer by an authorized Company dealer and which operate in the U.S. or Canada.
- 5.4 Nothing in this Agreement shall be deemed to modify Company's Limited Warranty or to preclude Customer from having any or all warranty services on one or more of Customer's products performed by an authorized Company dealer.

5.5 Scans converted into "PDF" files or photocopies of the original fully executed Agreement shall be deemed adequate substitute and admissible for all purposes in any legal proceedings related to the Agreement.

5.6 COMPLIANCE: In connection with the activities of the Parties related to this Agreement, Dealer and Customer are obligated to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by Customer, Dealer or other third parties. In the event of violation of the above, Company has the right to immediately withdraw from or terminate all legal transactions existing with the violating Party and the right to cancel all negotiations. The above notwithstanding, Customer and Dealer are obligated to adhere to all laws and regulations applicable to both themselves and their commercial relationship with Company."

CUSTOMER:

SPONSORING DEALER:

By: _____
(Signature of Corporate Officer)

By: _____
(Signature of Corporate Officer)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

COMPANY:

**DAIMLER TRUCKS NORTH AMERICA LLC,
THOMAS BUILT BUS**

BY: _____
District Service Manager

(Date)

WARRANTY OPERATIONS DEPARTMENT

WARRANTY OPERATIONS DEPARTMENT

BY: _____
Warranty Operations Manager

BY: _____
Senior Warranty Operations Manager

(Date)

(Date)

DEALER-SPONSORED CUSTOMER

DAIMLER TRUCKS NORTH AMERICA LLC
CPWA REPAIR SHOP EVALUATION TBB
- Attachment A

(Customer Name)

(Complete Street Address)

(City, State/Province, Zip/Postal Code)

1. Are the Company buses to be serviced domiciled in the area of this shop? _____
2. Number of customer-owned Company buses under warranty to be serviced by this shop: _____
3. Is the shop equipment: Adequate? _____ Accessible? _____ Maintained? _____
4. Please describe the mechanic's training program?: _____

5. Overall condition of the shop? _____
6. Is the shop's preventive maintenance system adequate? _____
Attach sample of this P.M. Program.
7. Is any other direct OEM warranties being handled by this shop? _____
8. Recommendation:

_____	Facility not recommended for certification.
_____	Facility recommended for certification as reviewed.
_____	Facility recommended for certification with the following conditions

Evaluation Completed By:

Name _____, Title _____ Date _____

Dealer: _____ Dealer Location: _____

For Company Use Only:

() Approved () Disapproved BY DSM: _____

Note: Customer will use authorized Company Dealers for Major component repairs. Customer will use authorized Allison repair location for Allison transmissions, and for engines Customer must use authorized engine manufacturer repair shop