

**PE09-043
MOTOR COACH
INDUSTRIES
ATTACHMENT
MCI DATA RESPONSE TO
PE09-043 SPREADSHEETS**

ENTIRE PAGE CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

PE09-043
PRODUCTION DATA

<u>MODEL</u>	<u>MODEL YEAR</u>	<u>OWNER NAME</u>	<u>ADDRESS 1</u>	<u>ADDRESS 2</u>	<u>ADDRESS 3</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CONTACT 1</u>	<u>CONTACT 2</u>	<u>CONTACT 3</u>	<u>PHONE 1</u>	<u>PHONE 2</u>	<u>PHONE 3</u>	<u>VIN</u>

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

PE09-043
REQUEST NUMBER TWO DATA

<u>MODEL YEAR</u>	<u>MODEL</u>	<u>a. CONSUMER COMPLAINTS</u>	<u>b. FIELD REPORTS</u>	<u>c. INJURY/CRASH CLAIMS</u>	<u>d. PROPERTY DAMAGE CLAIMS</u>	<u>e. ARBITRATION PROCEEDINGS</u>	<u>f. LAWSUITS</u>
2007	D4505			0	0	0	0
2007	D4505			0	0	0	0
2007	D4505			0	0	0	0
2007	D4505			0	0	0	0
2007	D4505			0	0	0	0
2007	D4505			0	0	0	0

REDACTED DATA

<u>MODEL YEAR</u>	<u>MODEL</u>	<u>VIN</u>	<u>CATEGORY c. d. e. or f.</u>	<u>SUMMARY DESCRIPTION OF THE ALLEGED PROBLEM AND CAUSAL AND CONTRIBUTING FACTORS</u>	<u>MCI'S ASSESSMENT OF THE PROBLEM</u>	<u>SUMMARY OF THE SIGNIFICANT UNDERLYING FACTS AND EVIDENCE</u>	<u>PARTIES TO THE ACTION</u>	<u>CAPTION</u>	<u>COURT</u>	<u>DOCKET NUMBER</u>
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**

**PE09-043
REQUEST NUMBER TWO DATA**

<u>FILING</u>
<u>DATE</u>
N/A

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

PE09-043
REQUEST NUMBER THREE DATA

<u>MCI'S FILE NUMBER</u>	<u>ITEM CATEGORY</u>	<u>OWNER NAME</u>	<u>ADDRESS 1</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>	<u>CONTACT 1</u>	<u>CONTACT 2</u>	<u>CONTACT 3</u>	<u>PHONE 1</u>	<u>PHONE 2</u>	<u>PHONE 3</u>	<u>VIN</u>	<u>MAKE</u>	<u>MODEL</u>	<u>MODEL YEAR</u>	<u>MILEAGE</u>	<u>INCIDENT DATE</u>	<u>REPORT OR CLAIM DATE</u>	<u>WHETHER THERE WAS A THERMAL EVENT</u>	<u>NUMBER OF ALLEGED INJURIES</u>	<u>NUMBER OF ALLEGED FATALITIES</u>	<u>SUMMARY DESCRIPTION OF THE COMPLAINTS</u>
5770120090106134540	b.													MCI	D4505	2007	N/A	1/5/2009	1/6/2009		0	0	
5770220090106132727	b.													MCI	D4505	2007	N/A	1/5/2009	1/6/2009		0	0	
5770620090106134557	b.													MCI	D4505	2007	N/A	1/5/2009	1/6/2009		0	0	
5770920090106134611	b.													MCI	D4505	2007	N/A	1/5/2009	1/6/2009		0	0	
N/A	a.													MCI	D4505	2007	N/A	1/13/2009	1/13/2009		0	0	
N/A	a.													MCI	D4505	2007	N/A	1/13/2009	1/13/2009		0	0	

REDACTED DATA

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

PE09-043
REQUEST NUMBER THREE DATA

MCI'S OPINION/ASSESSMENT OF THE INCIDENTS

**CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.**

**PE09-043
REQUEST NUMBER FOUR DATA**

By Model Year and Model

a.	Type	Year	Model	# Claims
	Warranty			
	Total			
b.	Extended Warranty	2,001	D4000	
		2,007	D4505	
	Total			
c.	Goodwill			
	Total			
d.	Field, Zone	2007	D4505	
	Total			
e.	Campaign			
	Total			
	Grand Total			

 REDACTED DATA

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

PE09-043
REQUEST NUMBER FIVE DATA

Type of Claim	a. MCI's claim number	b. Vehicle Owner	b. Owner Contact	b. Telephone number	c. VIN	d. Repair (Claim) Date	e. Mileage	f. Repairing Facility name	f. Telephone number	f. City and State	g. Labor Operation #	h. Problem Code	i. Part # Used on Repair	i. Desc	j. Complaint	k. Related Documents Yes/No	l. Comment Cause	m. MCI's Assessment Corrective
Goodwill	1232550996984																	
Goodwill	1252589309140																	
Field Report	N/A																	
Field Report	N/A																	
Field Report	N/A																	
Field Report	N/A																	

 REDACTED DATA

PE09-043

REQUEST NUMBER SIX DATA

1ST SENTENCE

MCI searched its New Service Tracking database, warranty records, TREAD Act reports and supporting data, and lawsuit and incident files, for any data involving (1) any of the subject vehicles, and (2) any references to "fire", "smoke", "thermal", "thermal event", "chafe", or "chafing", or (3) any of the following terms: "starter", "start", electrical, "electric", "clamp", or "bracket", including plurals and other variants of the foregoing terms. Each report or other data resulting from the foregoing searches were then reviewed individually to determine if such report or data was responsive to either Request 2 or 5.

2ND SENTENCE

Report ran in CCS based on causal part for the following part numbers (below) with date range of 01-01-2001 thru 10-27-2009.

The only part we have had any activity on was part# 7L-12-5251

Part numbers searched:	Older parts	7L-12-987	Starter cable
		7L-12-5251	Starter cable
		07-12-1525	Starter cable
		19-4-264	Clamp
	SB3014	07-14-4611	KIT, S60 Starter Cable, Pre- 2007 Engine
		07-09-1520	Cable, Starter
		19-04-0419	Split Clamp
		19-1-1072	Capscrew
		19-2-289	Washer, Flat
		19-2-37	Washer Lock
		19-3-32	Nut

MCI does not use labor operations, labor operation descriptions, problem codes, or problem code descriptions.

3RD SENTENCE

New Vehicle Warranty Offered

Model	Model Years	Warranty Term
D-Series Coaches	2000 to 2002	24 Months
D-Series Coaches	2002 to 2003	24 Months
D-Series Coaches	2003 to 2004	24 Months
D-Series Coaches	2005 to 2007	24 Months

See attached coverage descriptions.

4TH SENTENCE

Relevant Extended Warranty Information

Extended Warranty Type	Model	Model Year	Number of Subject Vehicles Covered
3 Year Starter	D4500/102DL3	2001	1
		2005	28
		2006	20
		2007	1
7 Year Starter	D4500/102DL3	2001	170
		2002	125
Grand Total			345

CONTAINS CONFIDENTIAL BUSINESS INFORMATION OF
MOTOR COACH INDUSTRIES INTERNATIONAL, INC.

PE09-043
REQUEST NUMBER TEN DATA

ECN #	ECN release date	Date incorporated into production	Vehicle Unit Number	Description of the change	Reason for the change	Part Name	Part # New	Revision	Part # Old	Date When Old component withdrawn from Service	Date new part available as a service component	Interchangable with earlier production components
47309	15-May-09											

 REDACTED DATA

PE09-043
REQUEST NUMBER ELEVEN DATA

Component Name	Part Number	Model Year	Model	Date	Qty
Component Name	Part Number	Model Year	Model	Date	Qty
07-14-4611 KIT-S60 STARTER CABLE,PRE-2007	07-14-4611	Unk	D4000	Aug-09	22
19-04-0419 Split clamp	19-04-0419	2001	D4000	Sep-09	93
19-1-1072 BOLT-HEX,GR5,ZNC,25/PACK	19-1-1072PK	Unk	Unk	Sep-09	2
19-2-37 LOCKWASHER-SPRING,SSTL,100/PK	19-2-37PK	2001	D4000	Sep-09	1
19-2-37 LOCKWASHER-SPRING,SSTL,100/PK	19-2-37PK	2006	D4500	Jan-09	1
19-4-264PK CLAMP-5/PACK	19-4-264PK	2007	D4505	Jan-09	4
7L-12-5251 CABLE-STARTER	7L-12-5251	2001	D4000	Apr-03	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2001	D4000	Sep-01	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4000	May-04	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4000	Nov-04	2
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4505	Jun-06	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4505	Apr-06	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4505	Feb-06	1
7L-12-5251 CABLE-STARTER	7L-12-5251	2003	D4505	Jan-06	1
7L-12-987 CABLE-MOTOR,STARTER	7L-12-987	2007	D4500	Jan-09	2

PE09-043
REQUEST NUMBER NINE DATA

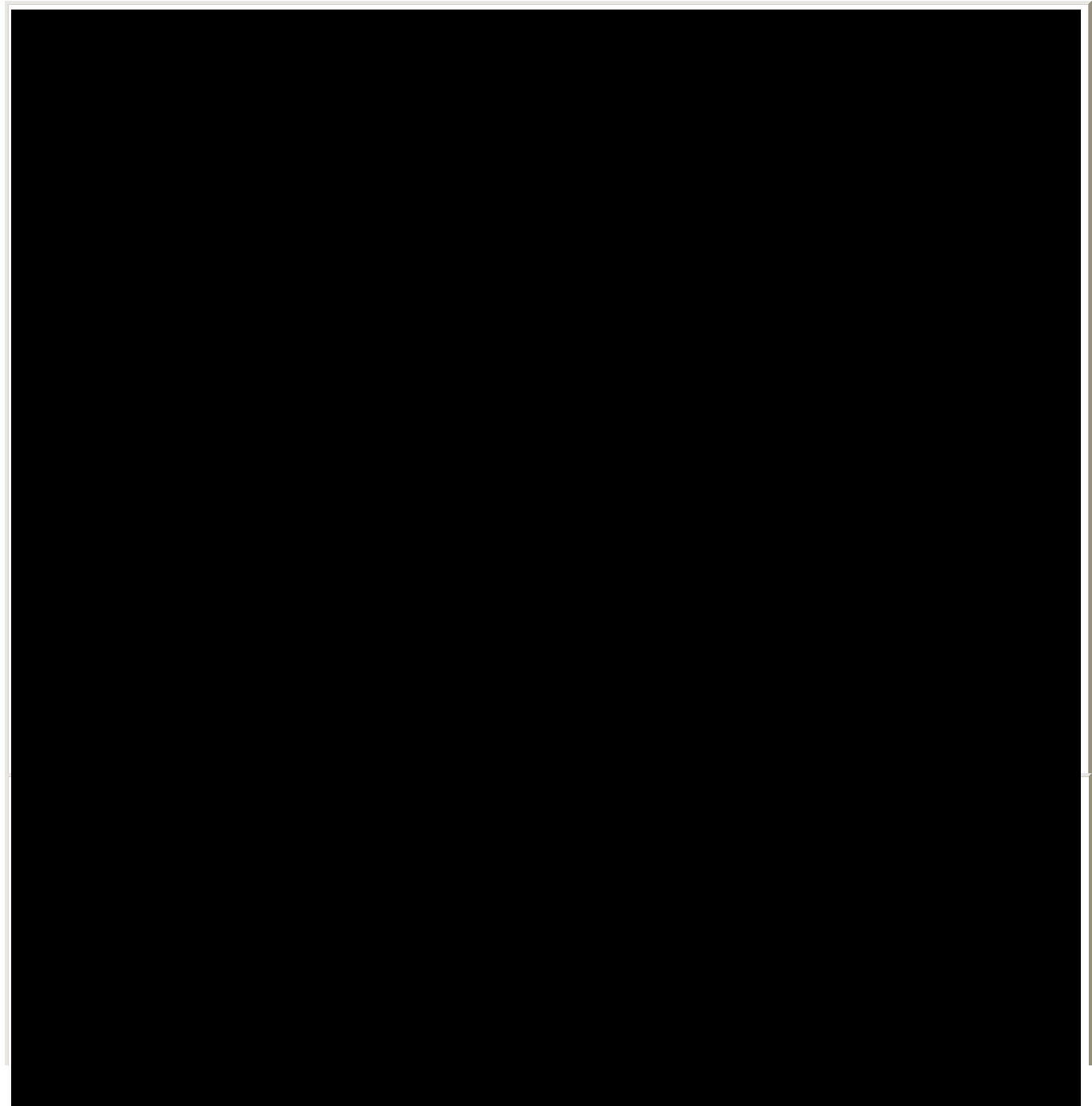
The requested documents contain MCI Confidential Business Information. MCI has therefore submitted copies of the documents to NHTSA's Office of Chief Counsel.

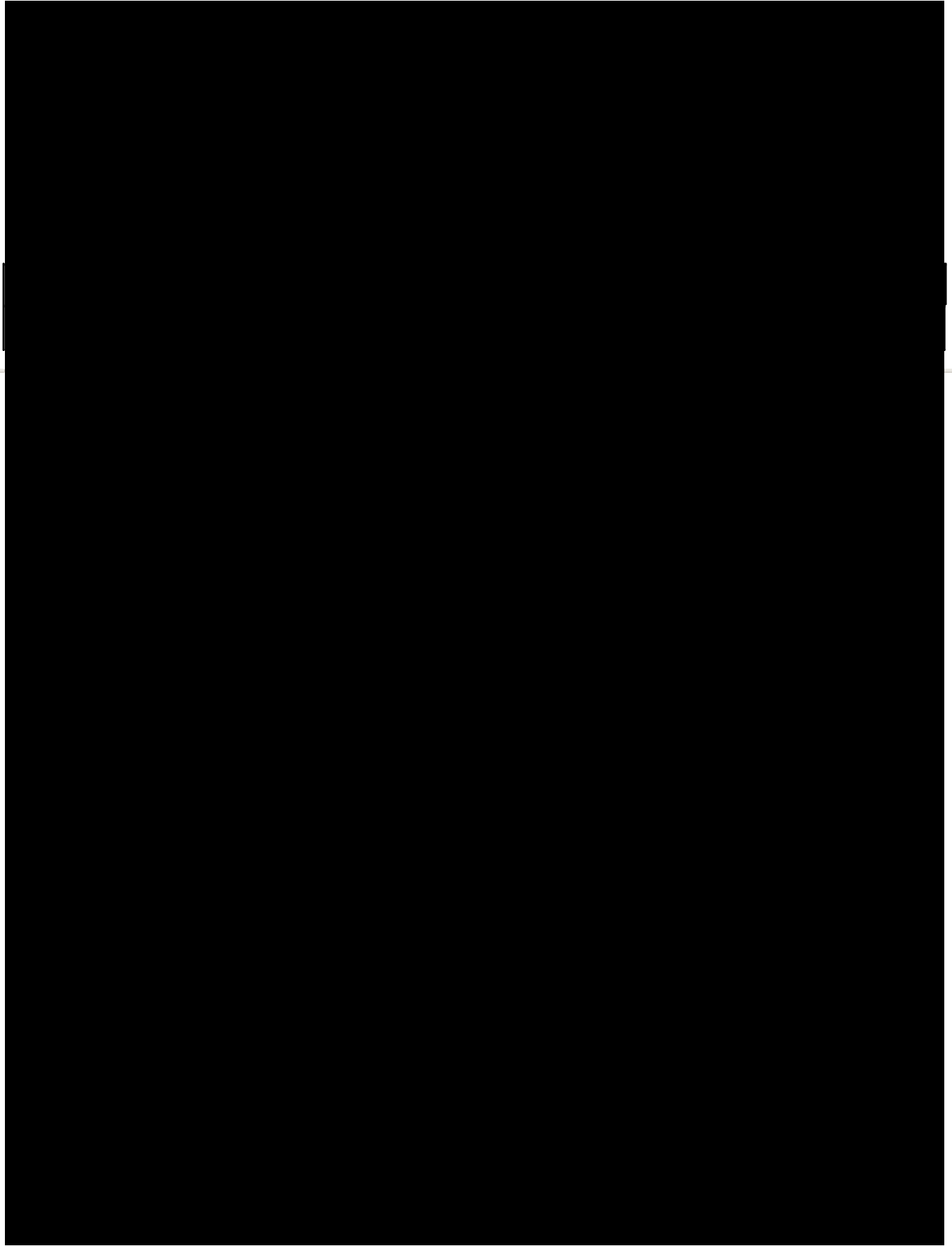
PE09-043
REQUEST NUMBER TEN DATA

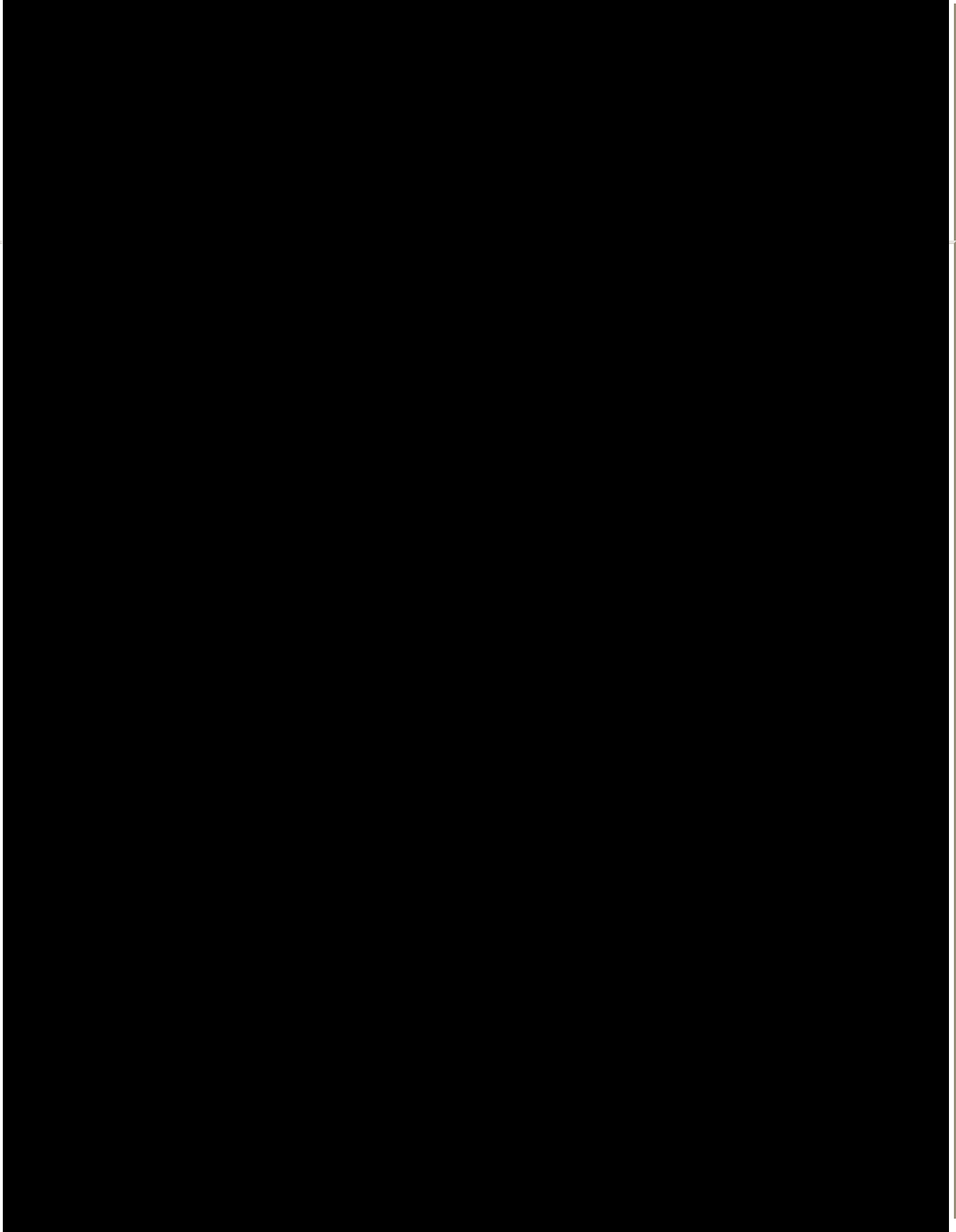
The requested documents contain MCI Confidential Business Information. MCI has therefore submitted copies of the documents to NHTSA's Office of Chief Counsel.

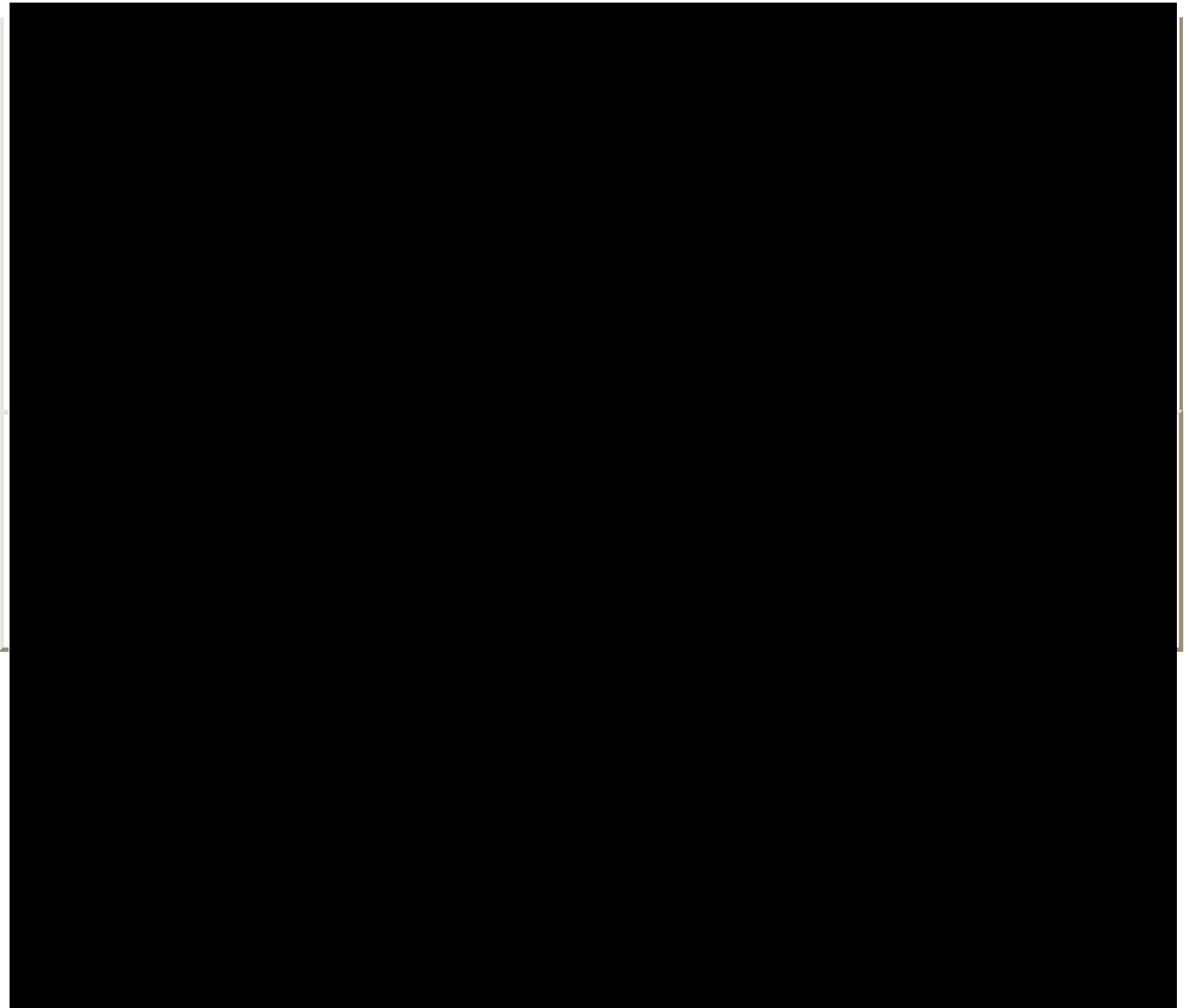
PE09-043
MOTOR COACH
INDUSTRIES
ATTACHMENT
SERVICE TRACKING -
5770120090106134540

MCI SERVICE REPORT Report No: 5770120090106134540	Report Open Date: 01/06/2009 Report Closed Date:	Status: Assigned to escalation review Reported By: Richard Cunningham
--	---	--



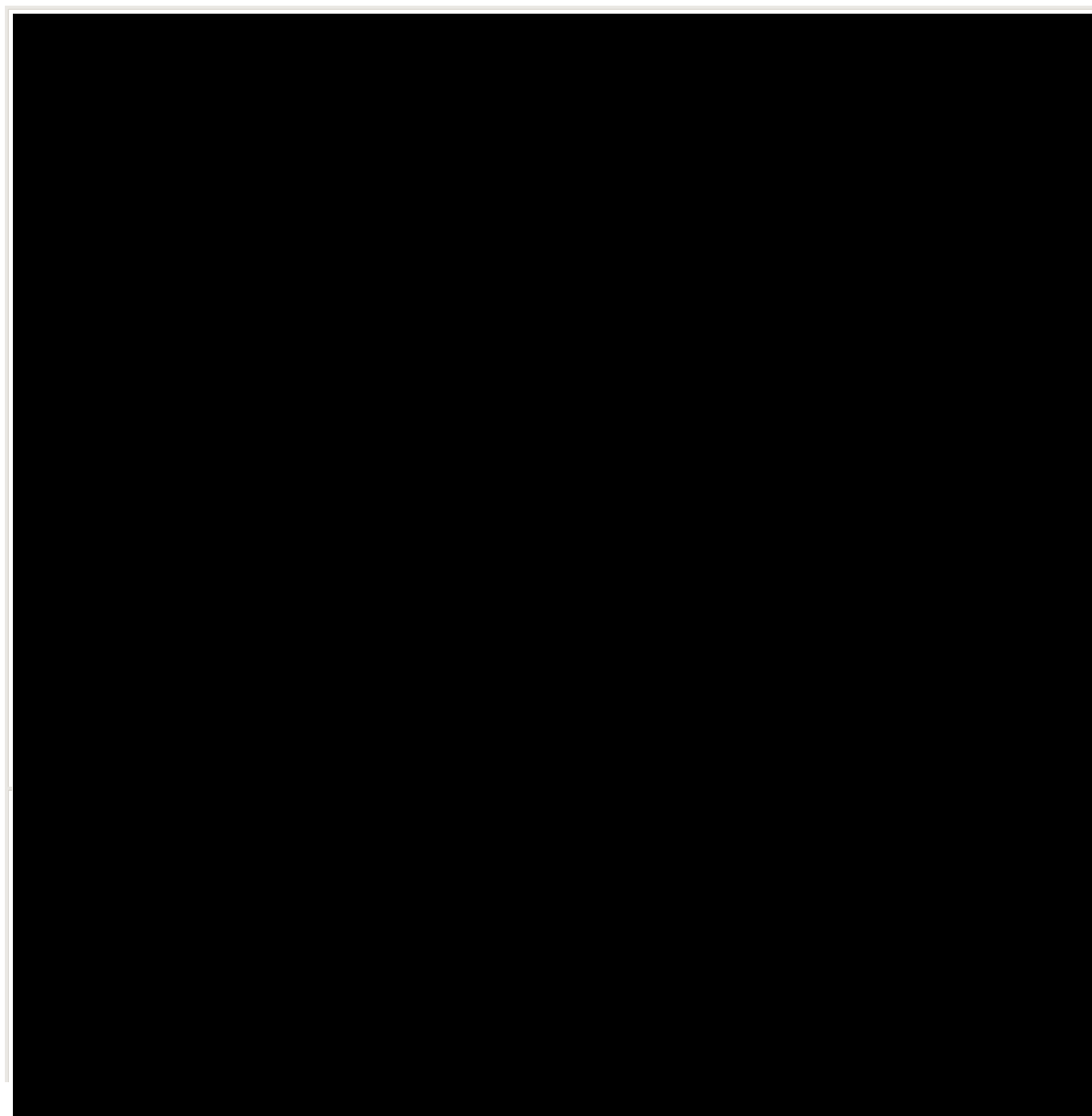


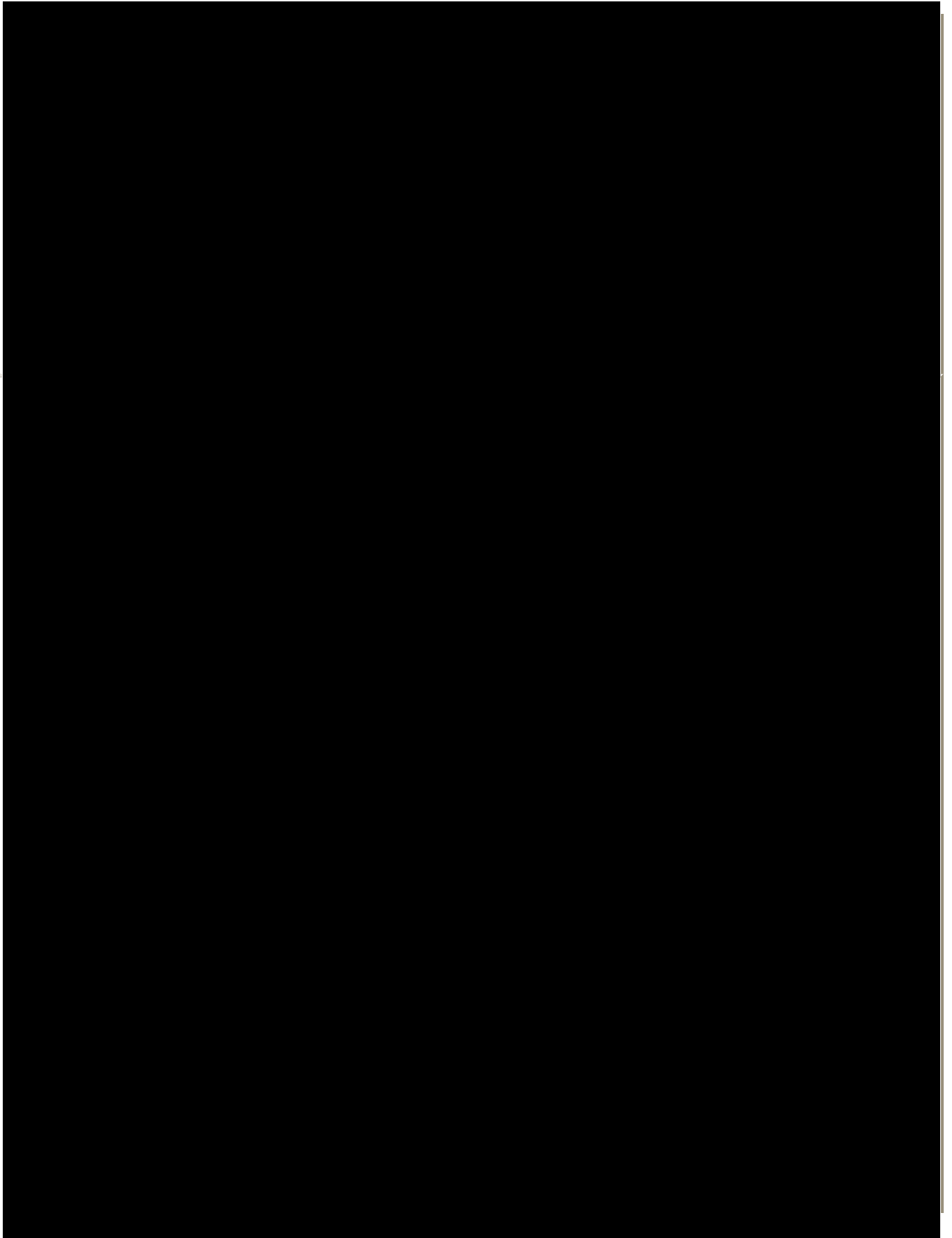


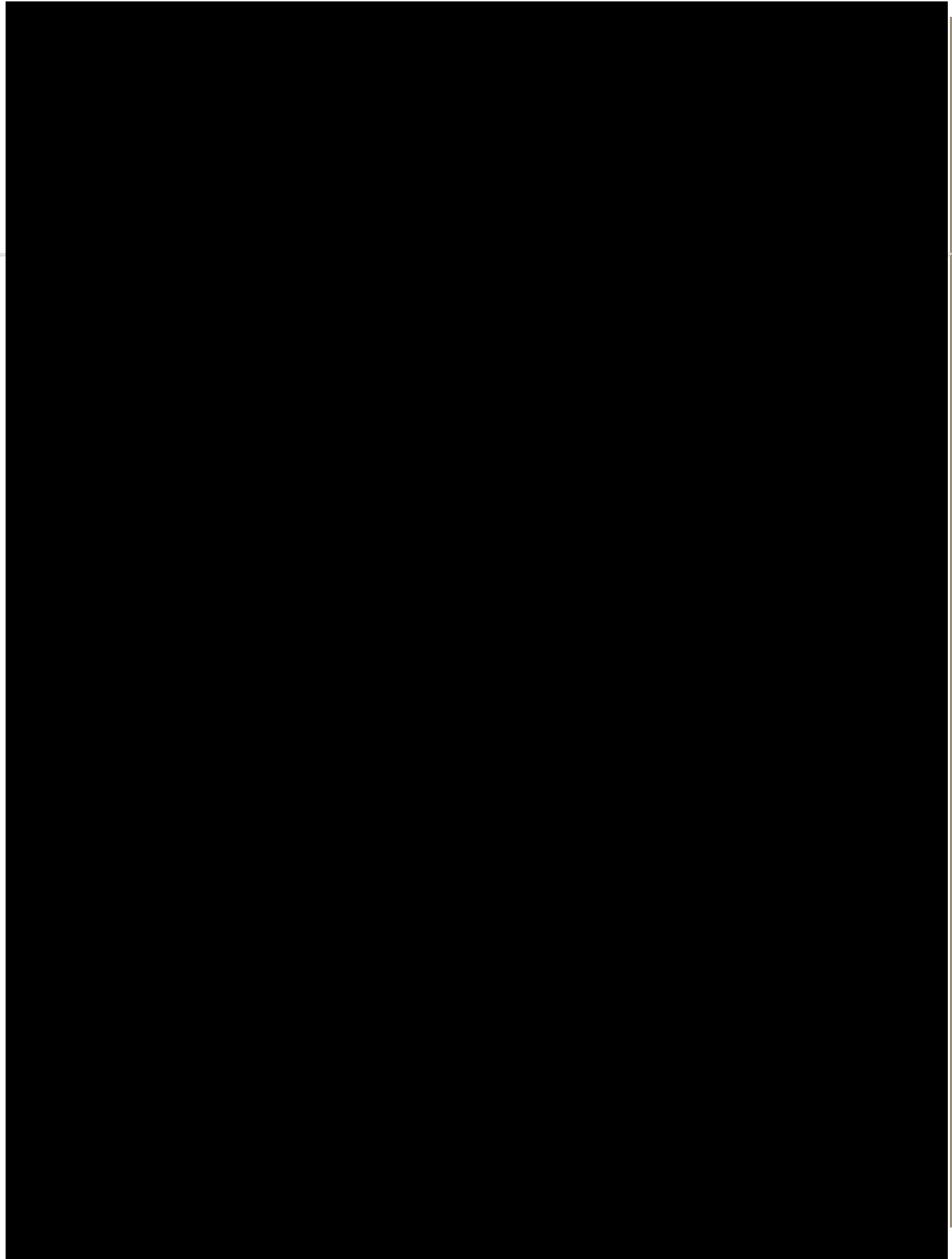


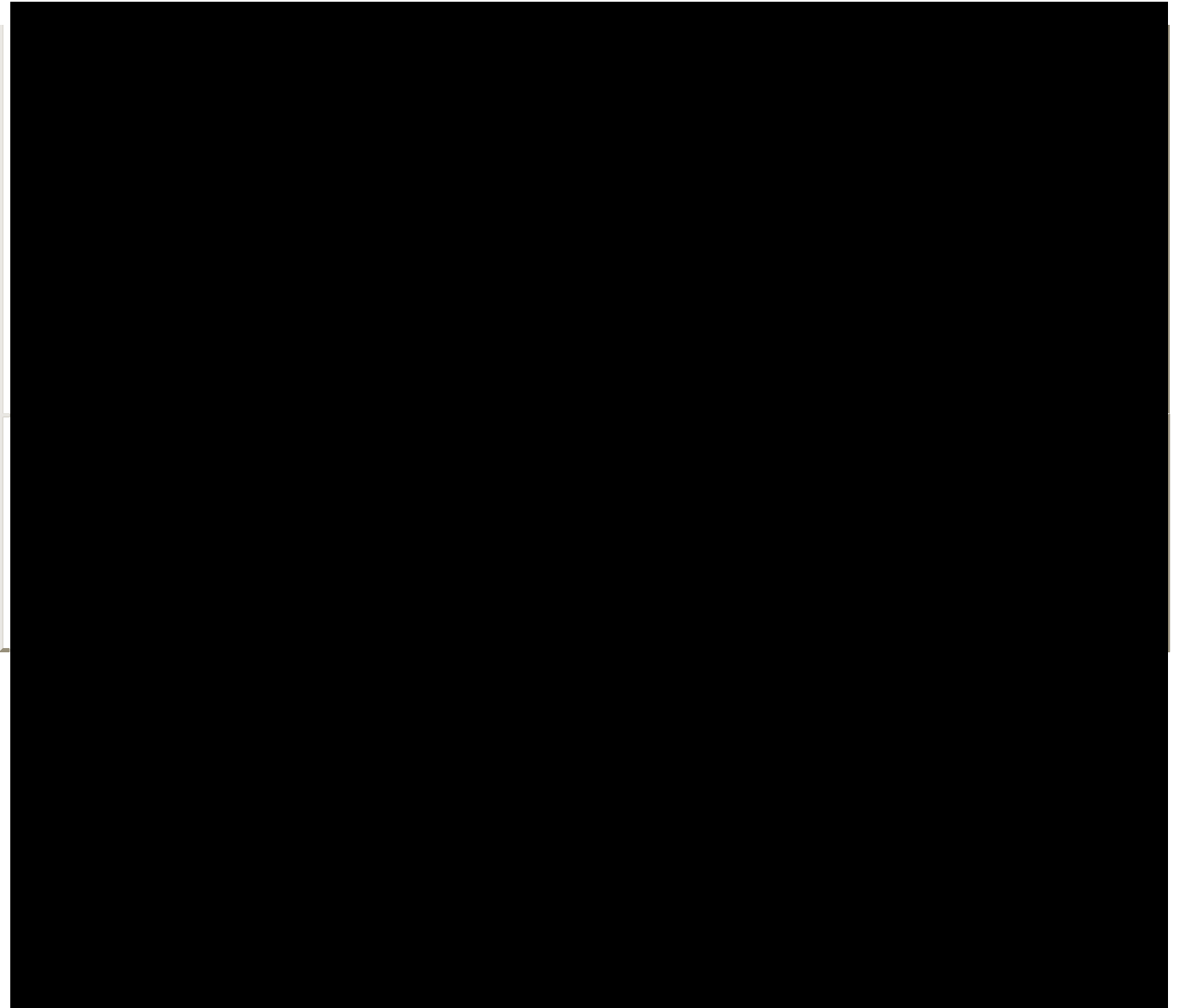
PE09-043
MOTOR COACH
INDUSTRIES
ATTACHMENT
SERVICE TRACKING -
5770220090106132727

MCI SERVICE REPORT Report No: 5770220090106132727	Report Open Date: 01/06/2009 Report Closed Date:	Status: Assigned to escalation review Reported By: Richard Cunningham
--	---	--



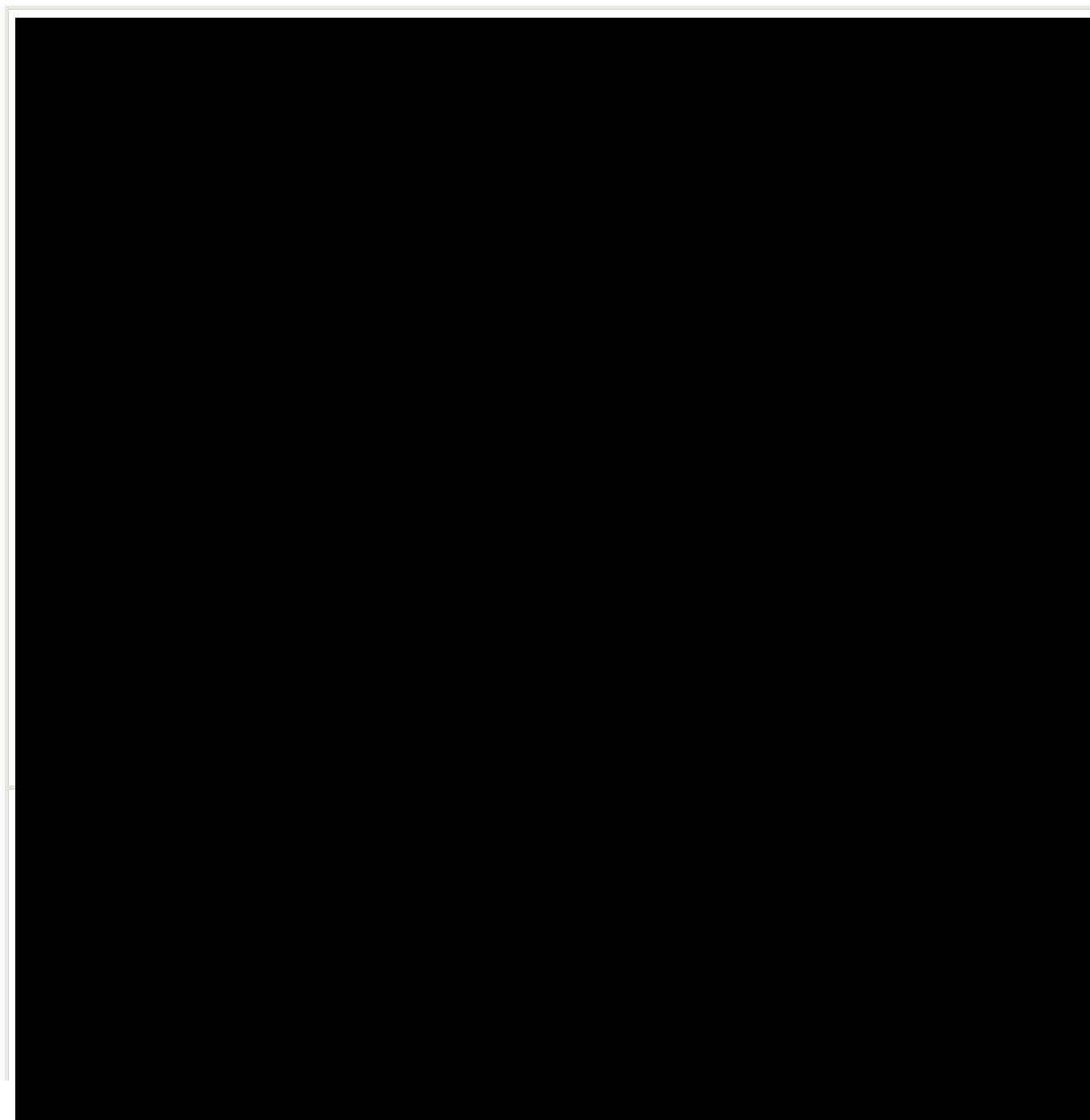


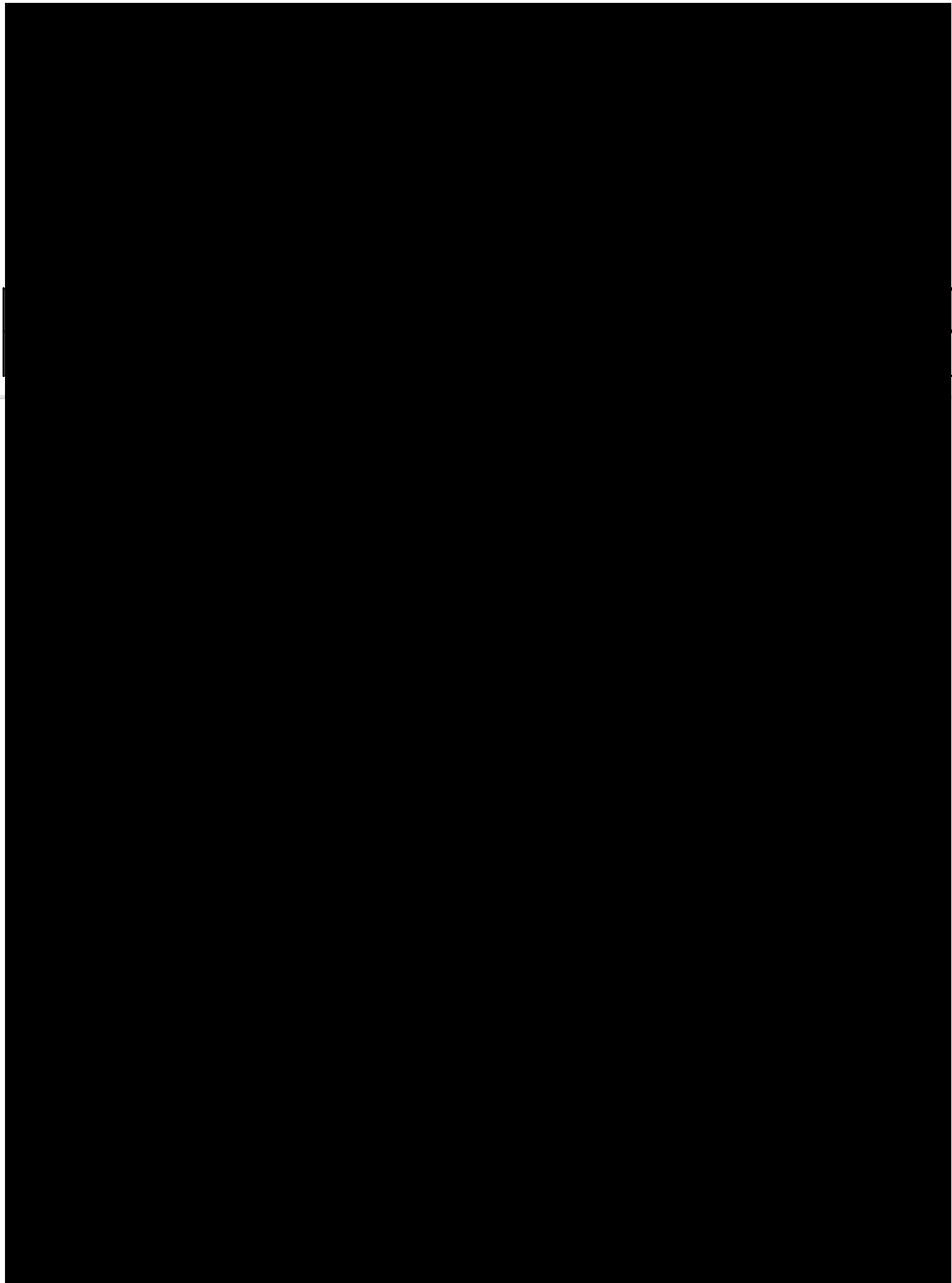


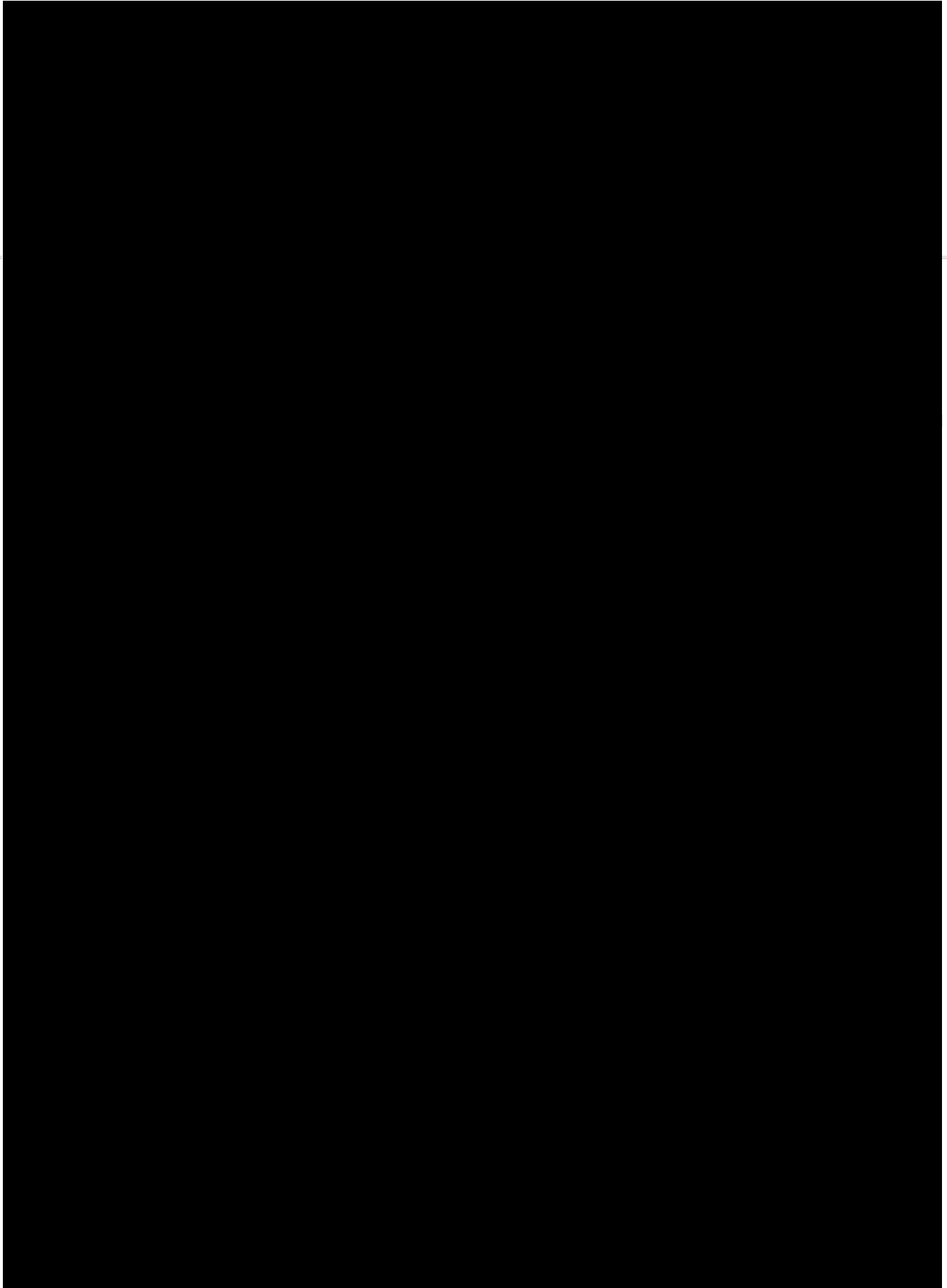


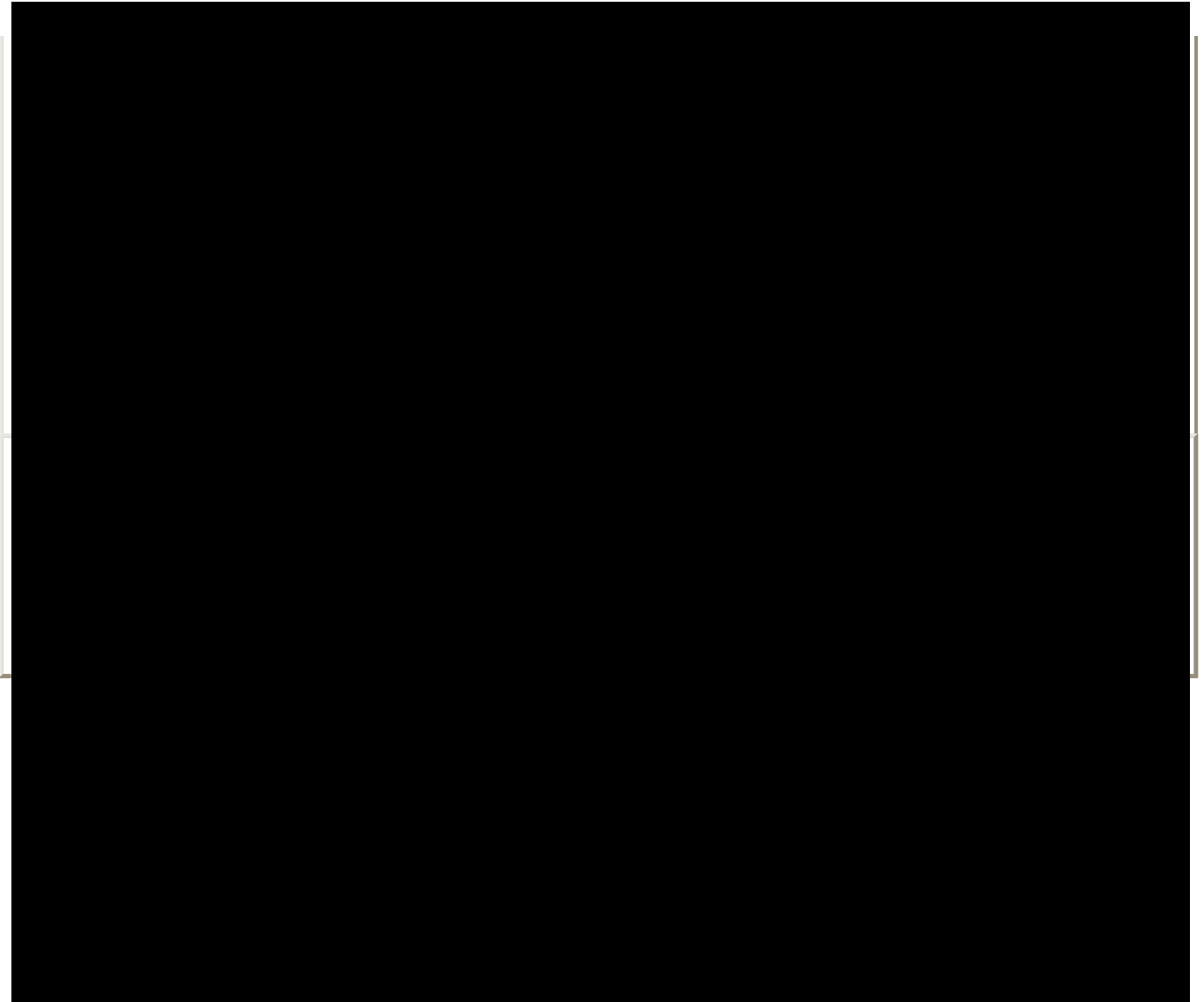
PE09-043
MOTOR COACH
INDUSTRIES
ATTACHMENT
SERVICE TRACKING -
5770620090106134557

MCI SERVICE REPORT Report No: 5770620090106134557	Report Open Date: 01/06/2009 Report Closed Date:	Status: Assigned to escalation review Reported By: Richard Cunningham
--	---	--



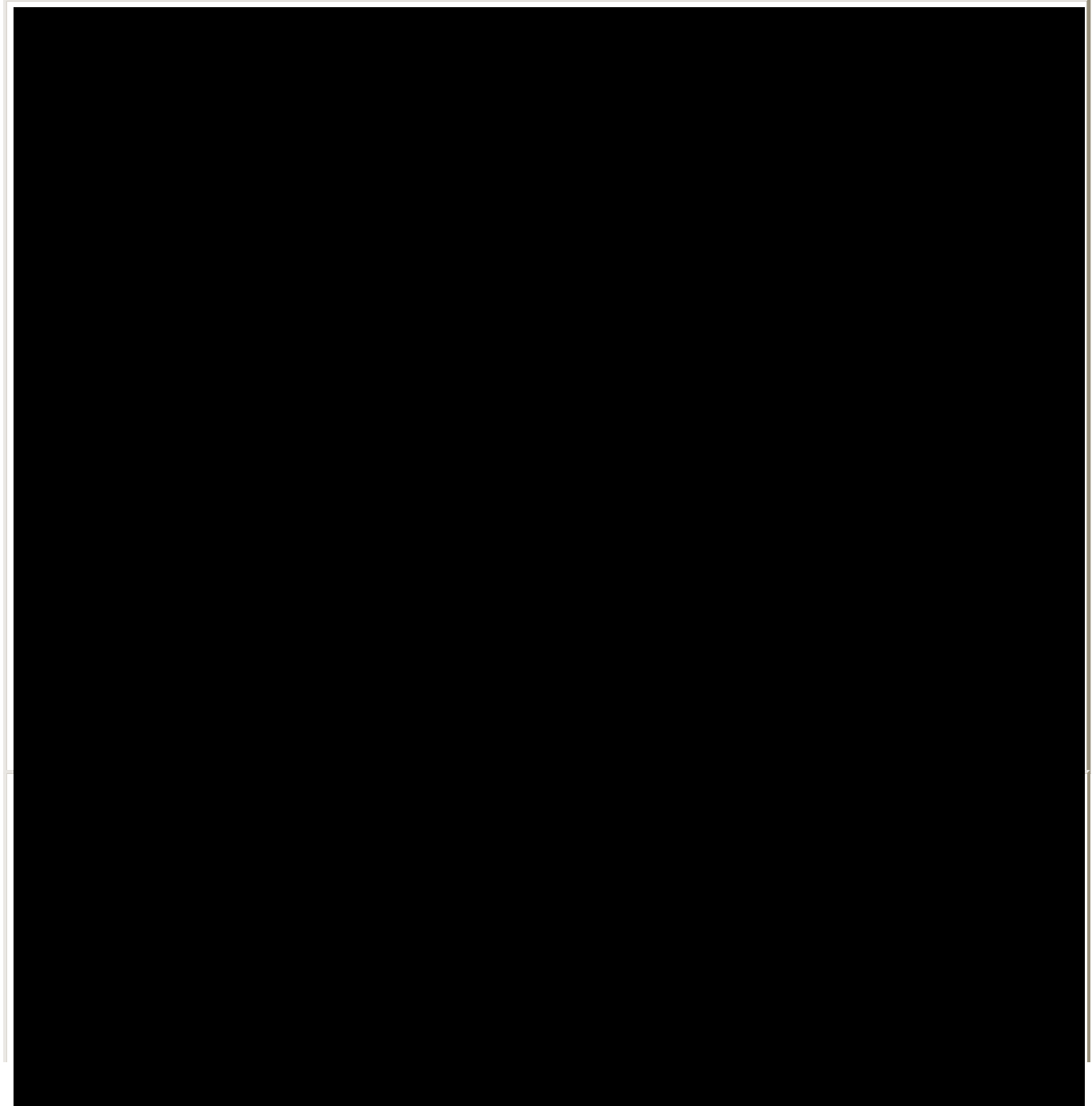


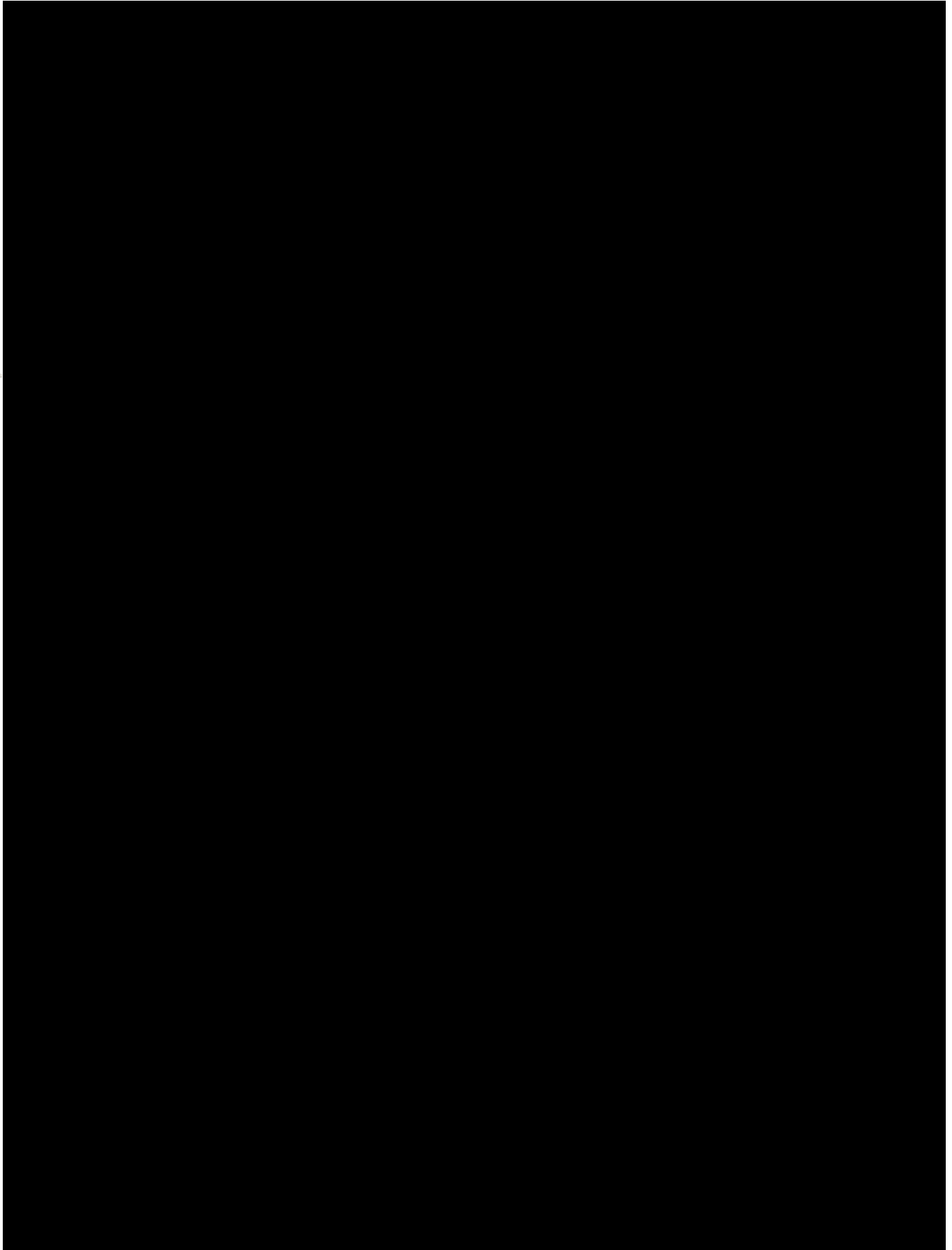


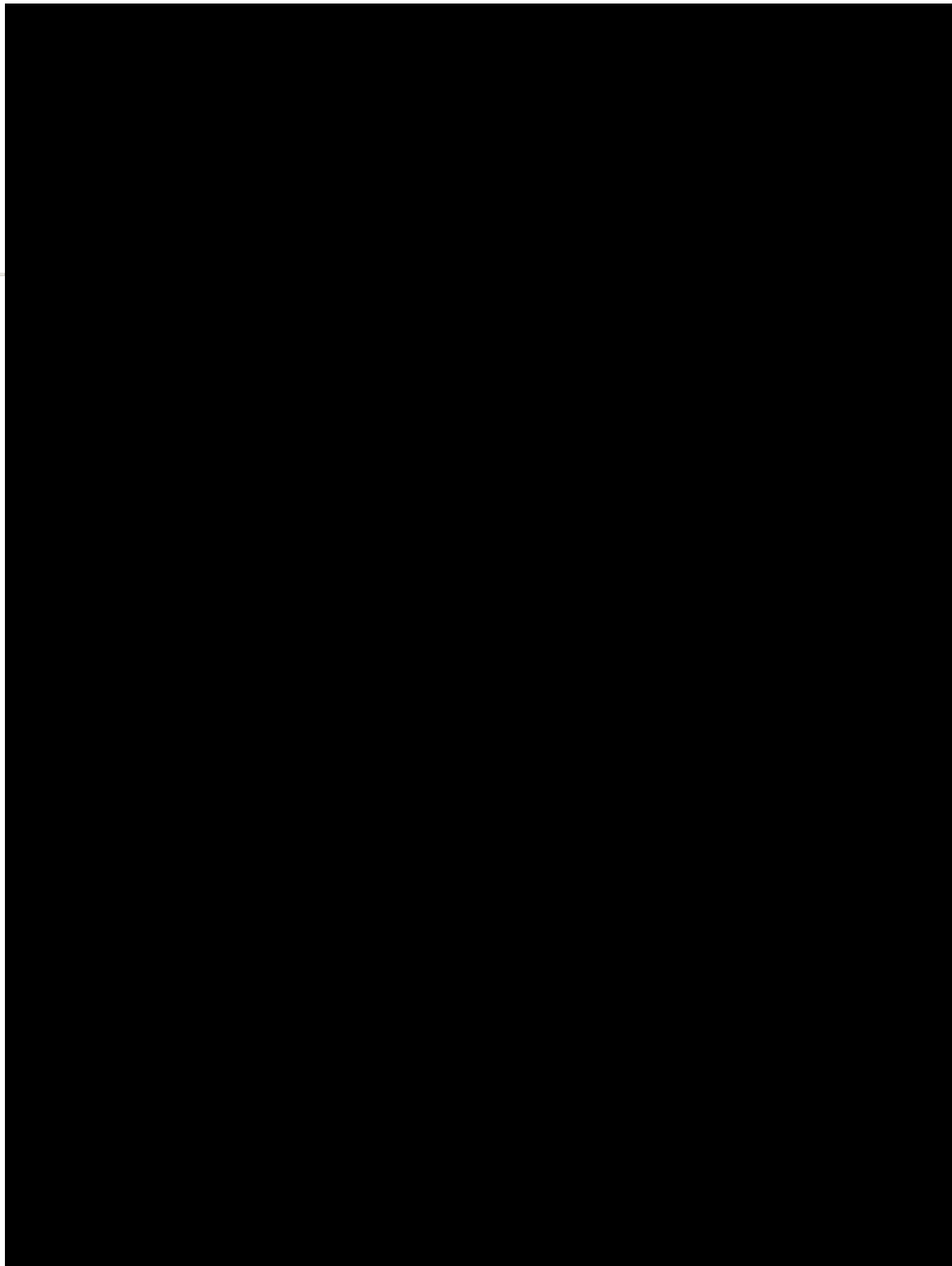


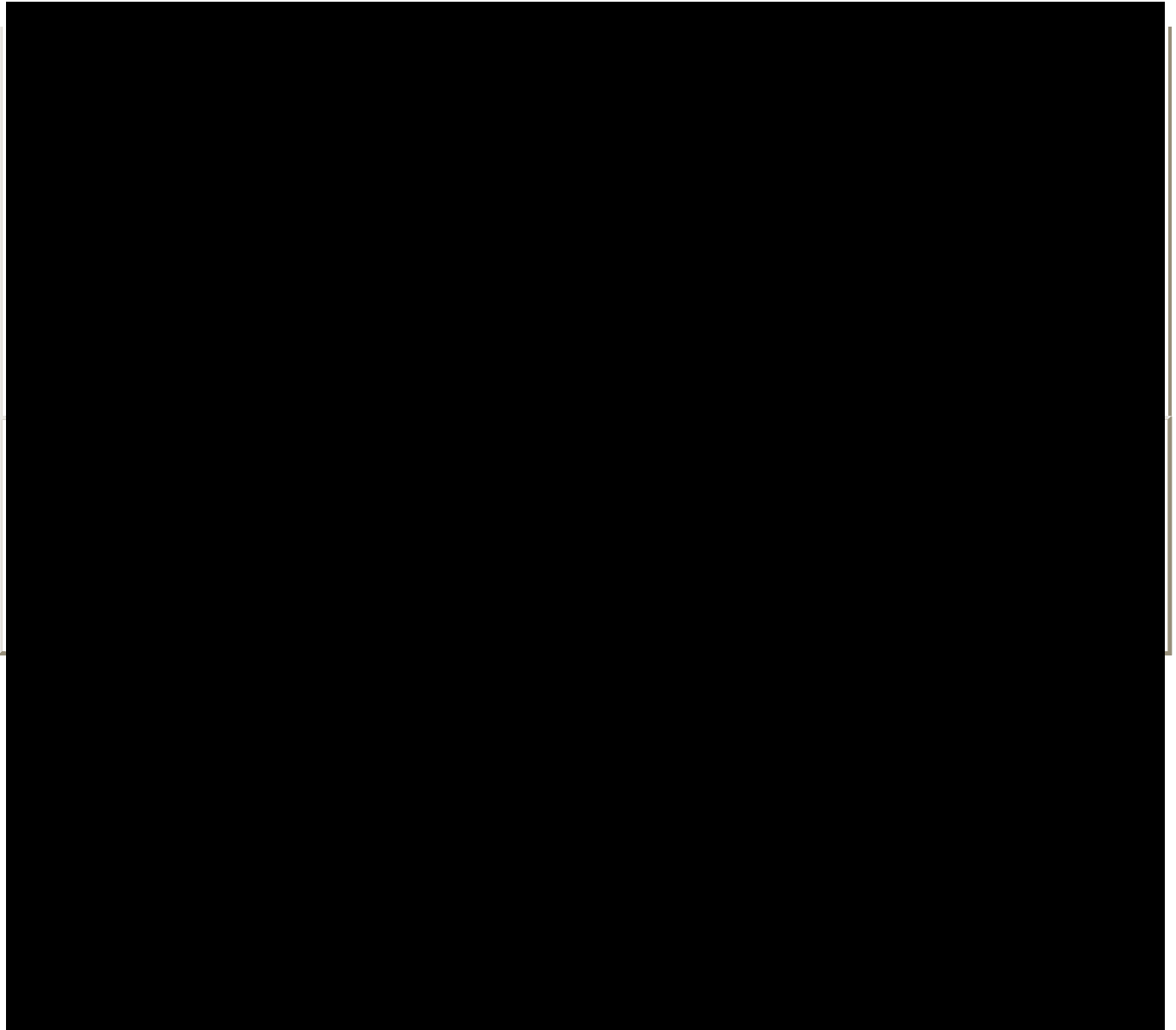
PE09-043
MOTOR COACH
INDUSTRIES
ATTACHMENT
SERVICE TRACKING -
5770920090106134611

MCI SERVICE REPORT Report No: 5770920090106134611	Report Open Date: 01/06/2009 Report Closed Date:	Status: Assigned to escalation review Reported By: Richard Cunningham
--	---	--









PE09-043
MOTOR COACH
INDUSTRIES
ATTACHMENT
WARRANTY TERMS AND
CONDITIONS

Limited Warranty

**Applicable to Motor Coach Industries, Inc.
Manufactured Model MCI Coaches
Excludes Tires and Batteries
Effective January 2000**

This Limited Warranty applies only to new coaches manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable by the original coach purchaser.

The Seller warrants for the Warranty Term herein specified that each new coach and all accessories and equipment comprising such coach, excepting tires and batteries, are free from defects in material and workmanship

This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be twenty-four (24) months, unlimited mileage, from the date of delivery of a new coach to an original Buyer,

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

Seller's obligation under this Warranty is limited to repairing or, at Seller's option, replacing free of charge any parts which, in the opinion of Seller, have failed as a result of defects in material or workmanship during the Warranty Term under normal service conditions and which are returned to Seller, transportation charges collect, provided timely notice of such defects has been given by Buyer to Seller. Further, Seller will reimburse Buyer for the cost incurred in the removal and replacement of such defective parts based on the number of manhours designated by Seller to be required for such work at the base rate plus twenty-five percent (+ 25%) for the mechanical labor prevailing at the Buyer's garage at the time of replacement. Such base rate shall have been previously approved by Seller. **ENFORCEMENT OF THIS OBLIGATION OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER UNDER THIS LIMITED WARRANTY.**

THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY COACH IF, IN THE REASONABLE OPINION OF SELLER, ANY COACH OR ACCESSORIES OR EQUIPMENT COMPRISING SUCH COACH.

- (a) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect or*
- (b) has been subject to abuse, neglect, or damage from an accident or*
- (c) has not been serviced and maintained at reasonable intervals according to recommendations of Seller; or*
- (d) has been operated at speeds in excess of Seller's recommended maximum speed; or*
- (e) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.*

This Limited Warranty shall not apply to any parts or equipment that must be replaced during the Warranty Term as a result of what is, in the opinion of Seller, normal wear and tear in the course of normal operations or routine maintenance of the coach, or damage due to accident.

THIS LIMITED WARRANTY AND SELLER'S OBLIGATION HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY DIRECT OR INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICIAL OF SELLER.

**Motor Coach Industries, Inc.
P.O. Box 349
Pembina, ND 58271**

Limited Warranty

**Applicable to Motor Coach Industries Limited
Manufactured Model MCI Coaches
Excludes Tires and Batteries
Effective January 2000**

This Limited Warranty applies only to new coaches manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable by the original coach purchaser.

The Seller warrants for the Warranty Term herein specified that each new coach and all accessories and equipment comprising such coach, excepting tires and batteries, are free from defects in material and workmanship

This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be twenty-four (24) months, unlimited mileage, from the date of delivery of a new coach to an original Buyer,

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

Seller's obligation under this Warranty is limited to repairing or, at Seller's option, replacing free of charge any parts which, in the opinion of Seller, have failed as a result of defects in material or workmanship during the Warranty Term under normal service conditions and which are returned to Seller, transportation charges collect, provided timely notice of such defects has been given by Buyer to Seller. Further, Seller will reimburse Buyer for the cost incurred in the removal and replacement of such defective parts based on the number of manhours designated by Seller to be required for such work at the base rate plus twenty-five percent (+ 25%) for the mechanical labor prevailing at the Buyer's garage at the time of replacement. Such base rate shall have been previously approved by Seller. **ENFORCEMENT OF THIS OBLIGATION OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER UNDER THIS LIMITED WARRANTY.**

THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY COACH IF, IN THE REASONABLE OPINION OF SELLER, ANY COACH OR ACCESSORIES OR EQUIPMENT COMPRISING SUCH COACH.

- (a) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect or*
- (b) has been subject to abuse, neglect, or damage from an accident or*
- (c) has not been serviced and maintained at reasonable intervals according to recommendations of Seller; or*
- (d) has been operated at speeds in excess of Seller's recommended maximum speed; or*
- (e) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.*

This Limited Warranty shall not apply to any parts or equipment that must be replaced during the Warranty Term as a result of what is, in the opinion of Seller, normal wear and tear in the course of normal operations or routine maintenance of the coach, or damage due to accident.

THIS LIMITED WARRANTY AND SELLER'S OBLIGATION HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY DIRECT OR INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICIAL OF SELLER.

**Motor Coach Industries Limited
1475 Clarence Avenue
Winnipeg, Manitoba R3T 1T5**

SUMMARY OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Tires and batteries.
- Parts or equipment that failed as the result of normal wear and tear, or damage due to accident.
- Road service calls or towing charges.
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraphs or other intangibles.
- Overtime or premium labor.
- Repeat failures due to improper installation, careless or negligent workmanship.
- Standard maintenance or service adjustment, or adjustment due to normal wear and tear.
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, freon, belts, hoses, light bulbs, wiper blades, tune ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, radius rod bushings, wheel alignments, wheel balancing, wheel seals and bearings after the first brake job, drive axle pinion seals, etc.
- "Shop supplies" surcharged on sublet invoices submitted to MCI. These surcharges usually cover a charge for shop rags, solvents and other miscellaneous items.
- Tools purchased to repair or replace parts.

ENGINE AND TRANSMISSION WARRANTY

All buyers of new MCI coaches are eligible to receive warranty service from any authorized service outlet for engine and transmission products. The preferred method of handling service under warranty is to request assistance from your local authorized engine or transmission dealer.

Coach operators also have the option of performing their own warranty work, provided that their service shop and personnel are trained and equipped for engine or transmission repairs. Should a Buyer perform the repair, an appropriate MCI Warranty Claim must be filed as per the procedures previously outlined. All defective parts are to be returned to the appropriate MCI Warranty Department.

Limited Warranty
Applicable to New MCI® D Series Model Coaches
Manufactured by Motor Coach Industries, Inc.
or Motor Coach Industries Limited
Effective October 2002

This Limited Warranty applies only to new coaches manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the coach unless the subsequent owner provides written notice to MCI in the manner specified in the warranty manual.

Seller warrants for the Warranty Term herein specified that each new coach and all accessories and equipment comprising such coach, subject to certain exceptions, exclusions, and conditions noted below, will be free from defects in material and workmanship. This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be twenty-four (24) months, unlimited mileage, from the date of delivery of the new coach to an original Buyer.

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

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship occurring during the Warranty Term under normal service conditions, provided that Buyer has given Seller timely written notice of the defect and has returned the defective part(s) to Seller, transportation charges collect; and (B) reimbursing Buyer for the labor cost incurred in the removal and replacement of any such defective part(s) based on (i) the number of hours designated by Seller to be required for such work, times (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

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

- (i) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect; or
- (ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or
- (iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or
- (iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed; or
- (v) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER.

ADDITIONAL EXCLUSIONS/LIMITATIONS OF COVERAGE

Antennae	Not covered for breakage
Batteries	Covered only by battery manufacturer
Belts	50,000 miles (80,467 km) or 6 months (whichever comes first)
Brake Drums & Shoes	Not covered as a primary failure
Coach Conversion	Parts, components, and services by third party not covered
Electrical Motors	Failure only; not brush replacement
Engine	Covered only by engine supplier
Engine Accessories	Covered only by engine supplier (incl. alternator/belt tensioner, Bendix air compressor, etc.)
Entertainment System	Covered only by system manufacturer
Exterior Glass	24 months, unlimited miles; not covered for breakage due to stone chips or other road hazards
Exterior Mirrors	Covered for loss of function only, not breakage
Fan Clutches	24 months, unlimited miles
Freon	24 months, unlimited miles (covered only as a failure secondary to a covered primary warranty failure)
Fuses, Breakers, etc.	24 months, unlimited miles
Light Bulbs	Incandescent – none; LED – 24 months, unlimited miles
Pinion Seals	50,000 miles (80,467 km)
Radius Rod Bushings	50,000 miles (80,467 km)
Seats	Covered only by seat manufacturer
Shocks & Bushings	50,000 miles (80,467 km)
Sway Bar Links	50,000 miles (80,467 km) or 1 year (whichever comes first)
Tires	Covered only by tire manufacturer
Transmission	Covered only by transmission supplier
Wheel Alignment	25,000 miles (40,234 km) (covered only as a failure caused by a covered primary warranty failure)
Wheel Bearings & Seals	To first brake reline or 50,000 miles (80,467 km), whichever comes first
Wheel Studs	Not covered
Wheels	24 months, unlimited miles
Window Blinds	24 months, unlimited miles
Wiper Arms	24 months, unlimited miles
Wiper Blades	Not covered

Note: The replacement or repair of normal maintenance items is not covered.

EXAMPLES OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Tires and batteries
- Parts or equipment that failed as a result of normal wear and tear, or damage due to accident
- Road service calls or towing charges
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraphs or other intangibles
- Lost profits or revenues
- Overtime or premium labor
- Failures due to improper installation or careless or negligent workmanship
- Standard maintenance or service adjustment, or adjustment due to normal wear and tear
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, Freon, belts, hoses, light bulbs, wiper blades, tune-ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, radius rod bushings, wheel alignments, wheel balancing, wheel seals and bearings after the first brake job, and drive axle pinion seals
- Shop supplies (shop rags, drill bits, solvents and other miscellaneous items)
- Tools purchased to repair or replace parts

Limited Warranty
Applicable to New MCI® D Series Model Coaches
Manufactured by Motor Coach Industries, Inc.
or Motor Coach Industries Limited
Effective September 2003

This Limited Warranty applies only to new coaches (together with all accessories and equipment comprising such coach, collectively the "Coach") manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the coach unless the subsequent owner provides written notice to MCI in the manner specified in this warranty manual.

Seller warrants for the Warranty Term herein specified that each new Coach, subject to certain exceptions, exclusions, and conditions noted below, will be free from defects in material and workmanship. This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be twenty-four (24) months, unlimited mileage, from the date of delivery of the new Coach to Buyer.

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

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship occurring during the Warranty Term under normal service conditions, provided that Buyer (i) has given Seller timely written notice of the defect and (ii) upon Seller's request, has returned the defective part(s) to Seller, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of any such defective part(s) based on (i) the number of hours designated by Seller to be required for such work, times (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

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

- (i) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect; or
- (ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or
- (iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or
- (iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed; or
- (v) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE) WITH RESPECT TO THE SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER.

ADDITIONAL EXCLUSIONS/LIMITATIONS OF COVERAGE

Antennae	Not covered for breakage
Batteries	Covered only by battery manufacturer
Belts	50,000 miles (80,467 km) or 6 months (whichever comes first)
Brake Drums & Shoes	Not covered as a primary failure
Coach Conversion	Parts, components, and services by third party not covered
Electrical Motors	Failure only; not brush replacement
Engine	Covered only by engine manufacturer
Engine Accessories	Covered only by engine supplier (incl. alternator/belt tensioner, Bendix air compressor, etc.)
Entertainment System	Covered only by system manufacturer
Exterior Glass	Not covered for breakage due to stone chips or other road hazards
Exterior Mirrors	Covered for loss of function only, not breakage
Light Bulbs	Incandescent – none; LED – 24 months, unlimited miles
Pinion Seals	50,000 miles (80,467 km) or 1 year (whichever comes first)
Radius Rod Bushings	50,000 miles (80,467 km) or 1 year (whichever comes first)
Refrigerant	Covered only as a failure secondary to a covered primary warranty failure
Seats	Covered only by seat manufacturer
Shocks & Bushings	50,000 miles (80,467 km) or 1 year (whichever comes first)
Sway Bar Links	50,000 miles (80,467 km) or 1 year (whichever comes first)
Tires	Covered only by tire manufacturer
Transmission	Covered only by transmission manufacturer
Wheel Alignment	25,000 miles (40,234 km) (covered only as a failure caused by a covered primary warranty failure)
Wheel Bearings & Seals	To first brake reline or 50,000 miles (80,467 km), whichever comes first
Wheel Studs	Not covered
Wiper Blades	Not covered

Note: The replacement or repair of normal maintenance items is not covered.

EXAMPLES OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Tires and batteries
- Parts or equipment that failed as a result of normal wear and tear, or damage due to accident
- Road service calls or towing charges
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraphs or other intangibles
- Lost profits or revenues
- Overtime or premium labor
- Failures due to improper installation or careless or negligent workmanship
- Standard maintenance or service adjustment, or adjustment due to normal wear and tear
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, Freon, belts, hoses, light bulbs, wiper blades, tune-ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, radius rod bushings, wheel alignments, wheel balancing, wheel seals and bearings after the first brake job, and drive axle pinion seals
- Shop supplies (shop rags, drill bits, solvents and other miscellaneous items)
- Tools purchased to repair or replace parts

Limited Warranty
Applicable to New MCI® D Series Model Coaches
Manufactured by Motor Coach Industries, Inc.
or Motor Coach Industries Limited
Effective July 2004
(Beginning with Model Year 2005 Coaches)

This Limited Warranty applies only to new coaches (together with all accessories and equipment comprising such coach, collectively the "Coach") manufactured and sold by MCI for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the coach unless the subsequent owner provides written notice to MCI in the manner specified in this warranty manual.

Seller warrants for the Warranty Term herein specified that each new Coach, subject to certain exceptions, exclusions, and conditions noted below, will be free from defects in material and workmanship. This Limited Warranty applies only to defects discovered during the Warranty Term, which shall be Twenty-four (24) months, unlimited mileage, from the date of delivery of the new Coach to Buyer.

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

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship occurring during the Warranty Term under normal service conditions, provided that Buyer (i) has given Seller timely written notice of the defect and (ii) upon Seller's request, has returned the defective part(s) to Seller, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of any such defective part(s) based on (i) the number of hours designated by Seller to be required for such work, times (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

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

- i) has been altered, modified, changed, reworked, or replaced in a manner that would likely affect serviceability in any respect; or
- (ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or
- (iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or
- (iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed; or
- (iv) has had installed replacement parts not recommended by Seller and which have been substituted in such a way as to affect serviceability.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE) WITH RESPECT TO THE SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER.

ADDITIONAL EXCLUSIONS/LIMITATIONS OF COVERAGE

Antennae	Not covered for breakage
Batteries	24 months, pro-rated only
Belts	50,000 miles (80,467 km) or 6 months (whichever comes first)
Brake Drums & Shoes	Not covered as a primary failure
Coach Conversion	Parts, components, and services by third party not covered
Electrical Motors	Failure only; not brush replacement
Engine	24 months, covered only by engine manufacturer, extension available through engine manufacturer
Engine Accessories	24 months, covered only by engine manufacturer (incl. alternator/belt tensioner, Bendix air compressor, etc.)
Entertainment System	Covered only by system manufacturer
Exterior Glass	Not covered for breakage due to stone chips or other road hazards
Exterior Mirrors	Covered for loss of function only, not breakage
Light Bulbs	Incandescent – none; LED – per terms of standard warranty
Pinion Seals	50,000 miles (80,467 km) or 1 year (whichever comes first)
Radius Rod Bushings	50,000 miles (80,467 km) or 1 year (whichever comes first)
Refrigerant	Covered only as a failure secondary to a covered primary warranty failure
Seats	Covered only by seat manufacturer
Shocks & Bushings	50,000 miles (80,467 km) or 1 year (whichever comes first)
Sway Bar Links	50,000 miles (80,467 km) or 1 year (whichever comes first)
Tires	Covered only by tire manufacturer
Transmission	24 months, covered only by transmission manufacturer
Wheel Alignment	25,000 miles (40,234 km) (covered only as a failure caused by a covered primary warranty failure)
Wheel Bearings & Seals	To first brake reline or 50,000 miles (80,467 km), whichever comes first
Wheel Studs	Not covered
Wiper Blades	Not covered

Note: The replacement or repair of normal maintenance items is not covered.

EXAMPLES OF ITEMS NOT COVERED BY THE MCI LIMITED WARRANTY

- Tires
- Parts or equipment that failed as the result of normal wear and tear, or damage due to accident
- Road service calls or towing charges
- Down time, rental of automobiles or other equipment, lodging, telephone, telegraphs or other intangibles
- Lost profits or revenues
- Overtime or premium labor
- Failures due to improper installation or careless or negligent workmanship
- Standard maintenance or service adjustment, or adjustment due to normal wear and tear
- Service items or routine maintenance items including, but not limited to: oil, oil filters, fuel filter, air filter, transmission fluid, anti-freeze, Freon, belts, hoses, light bulbs, wiper blades, tune-ups, fuel, windshields, brake and clutch linings, exterior mirror glass, wheel studs, radius rod bushings, wheel alignments, wheel balancing, wheel seals and bearings after the first brake job, and drive axle pinion seals
- Shop supplies (shop rags, drill bits, solvents and other miscellaneous items)
- Tools purchased to repair or replace parts
- Failures resulting from or due to the lack of preventive maintenance or improper repair procedures