



EAGLE COACH COMPANY LIMITED WARRANTY – FUNERAL PRODUCTS

NO WARRANTIES, EXPRESSED OR IMPLIED ARE MADE EITHER BY EAGLE COACH COMPANY OR BY THE SELLING DEALERS EXCEPT THE FOLLOWING WARRANTIES BY EAGLE COACH COMPANY.

Eagle Coach Company (hereinafter referred to as Eagle) modifies vehicles manufactured by others. The warranties contained herein do not, therefore, extend to or cover any portion of the vehicle, or the contents thereof, separately warranted by another manufacturer, except to the extent specifically required by any applicable, lawful Federal law or regulation.

LIMITED BODY AND PARTS WARRANTY. Eagle warrants, to the original retail customer (“Customer”), for a period of 6 years or 60,000 miles, whichever occurs first, on funeral coaches, for 4 years or 50,000 miles, whichever occurs first, on funeral limousines, and 3 years or 36,000 miles, whichever occurs first, on van conversions, after the date of delivery of a Eagle funeral product built in Amelia, Ohio (the “Warranty Period”), that the body and parts of Eagle’s manufacture and installed by Eagle will be free of defects in material and workmanship. This warranty (together with remedies for breach thereof) is limited, however, to the following: if, under normal use and service, a section of the body or any part manufactured by Eagle becomes defective during the Warranty Period and the vehicle is returned to Eagle, taken to an authorized Eagle dealer or repair facility in the continental United States, the dealer, after obtaining pre-approval and authorization from Eagle, will and without charge to Customer, either repair the defective body section or part or replace it with a new or factory reconditioned body section or part.

LIMITED FRAME WARRANTY. Eagle also warrants that the frame added by Eagle to be free from defects in material or workmanship under normal use and service for as long the Customer owns the vehicle. This warranty (together with remedies for breach thereof) is limited however, to the following: If the frame added by Eagle is defective in material or workmanship under normal use and service and the vehicle is returned to Eagle, taken to an authorized Eagle dealer or repair facility in the continental United States, the dealer, after obtaining pre-approval and authorization from Eagle, will and without charge to Customer either repair or replace the defective component.

The forgoing warranties do not cover: (1) damage or deterioration due to normal use, wear and tear or exposure, (2) normal maintenance service, (3) damage or defects due to service of or repairs made to the vehicle by someone other than an authorized Eagle dealer, (4) damage or defects due to accident, abuse, or abnormal use, (5) damage or defects due to the installation of additional equipment or parts by anyone other than Eagle factory personnel, (6) any vehicle the actual odometer mileage of which cannot be readily determined, (7) the effect of external mechanical or chemical influences acting on the vehicle, (8) the effect of the vehicle having been improperly operated or used in a manner for which it was not intended, or (9) parts or the effect of parts, not approved by Eagle, having been installed in or on the vehicle or the vehicle having been modified in a manner not approved by Eagle. Eagle reserves the right to make a physical inspection by authorized factory personnel of the vehicle following any complaint and prior to the authorization by it of any repair. Eagle reserves the right to repair the vehicle at its facility in Amelia, Ohio or at a repair facility of its choice. Any service work performed without the pre-approval and authorization from Eagle may not be covered. The judgment of Eagle as to the existence of any defect covered by this warranty shall be conclusive and binding upon all parties. **THE FORGOING WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM THE PARTIES COURSE OF DEALING.**

Eagle makes no warranty whatsoever as to parts, components or accessories not manufactured by Eagle, including, but not limited to the vehicle chassis, engine, drivetrain, suspension, alternators, regulators, heaters, air conditioners, and lock assemblies, audio systems, automotive cruise controls, upholstery, tires or batteries. Such components or accessories may be covered by separate warranties of the manufacturers thereof. **EAGLE DOES NOT ADOPT THE WARRANTIES OF OTHER MANUFACTURERS OR ASSUME ANY RESPONSIBILITY WITH RESPECT TO SUCH WARRANTIES.** To the extent to which they were available to Eagle, Eagle has provided the Customer with the warranties for those items included in Eagle’s product and not otherwise covered by Eagle’s warranty.

Eagle reserves the right to make changes in the design or manufacture of its products at any time without creating any obligation to make a corresponding change or improvement in the Eagle products previously manufactured by it. **IN NO EVENT SHALL EAGLE BE LIABLE FOR ANY TRANSPORTATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, LOSS OF TIME OR INCONVENIENCE) RESULTING FROM A DEFECT IN, THE USE OR MISUSE OF, OR THE INABILITY TO USE THE VEHICLE. THIS EXCLUSION APPLIES REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY.** This Agreement will be governed and construed in accordance with the laws of the state of Ohio. The parties agree that the sole venue for any litigation arising under this Agreement shall be a court of competent jurisdiction of Clermont County, Ohio. The Customer consents to the exercise of personal jurisdiction over the Customer by any Court of competent jurisdiction in Clermont County, Ohio in any litigation arising under this Agreement.

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