



ABC MOBILE SERVICE

****Please note: Terms & Conditions**

Services: ABC Mobile Service provides on-demand and on-site fleet maintenance. ABC Mobile Service covers multiple U.S. regions, some exclusions may apply. Service capabilities are dependent on-site location and safety requirements. Some repairs will require services be provided at an ABC service center, such as services requiring lifts, heavy equipment, or full tire replacement.

Standard Hours: Hours of operation are Monday thru Friday 8am to 5pm, excluding holidays.

Scheduling: Appointments subject to change, based on availability, location and logistics at the discretion/business needs of ABC Mobile Service. Routine service requests will be scheduled as soon as possible. Completion of services depends on parts availability and repairs required. Emergency service requests will receive a response typically within one hour, during standard hours of operation. Onsite arrival time will be based on drive distance and availability.

Payment: Unless otherwise agreed, Payment in advance is required for all parts and labor for any ABC Mobile Service. If other service or diagnosis are requested beyond the original service call, additional time and labor charges will be assessed.

Cancellation Fees: Appointments are subject to change, based on availability, location and logistics at the discretion/business needs of ABC Bus, Inc. ("ABC"). **Cancelation of the appointment by the customer must be at least 24 hours prior to your appointment to avoid a service call fee.** Service call fees include the respective trip charge, plus hourly travel rate, plus hourly labor rate. If a customer cancels an appointment prior to 24-hour notice or customer refuses or avoids service, a service call fee is due. The service call fee will be withheld from the amount paid in advance by the customer and any remaining amount in excess thereof shall be refunded to the customer.

Parts and Labor Warranty Disclaimer:

ABC Bus, Inc. ("ABC") guarantees our workmanship for 30 days from the date of service ("Warranty Term"). **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING BUT NOT LIMITED TO, ANY AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ABC FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE VEHICLE. ABC SHALL NOT BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN ADDITION, CUSTOMER WAIVES ALL LIABILITY OF ABC FOR COMMERCIAL OR PERSONAL**



CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT.

During the Warranty Term, ABC's sole obligation is to repair any work performed by ABC pursuant to the mobile services provided. This warranty shall not apply to:

- 1) Any parts supplied in the provision of mobile services;
- 2) Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions, manuals, or any other similar publications;
- 3) Failures due to misuse, neglect, negligence, alterations, accident, participation in sporting events, over-speeding or overloading beyond the applicable weight rating so as in any way, in the reasonable judgment of ABC, to affect adversely its performance and reliability;
- 4) Normal wear and tear;
- 5) Provision of mobile service because of an emergency road call or if mobile service is not provided in a controlled environment; and
- 6) All indirect customer cost and expenses such as, but not limited to towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the defective part or coach to the repair facility, loss of time, inconvenience, loss of use of the coach or lost profits or revenues.

Any manufacturer's warranty for parts shall be assigned to customer, to the extent possible, and said warranty shall be according to the manufacturer's standard warranty terms and conditions. Otherwise, ABC hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability, or fitness for a particular purpose.

If a part is defective or has failed (and not a result of improper installation) we are willing to diagnose the failure, however, it will be the customer's responsibility to utilize warranty protocol to obtain a replacement part including any shipping or freight charges. Additional charges for diagnosis and repair are applicable. If during a warranty service it is determined that the failure was not a result of workmanship, additional time and labor charges will be assessed.

By scheduling an ABC Mobile Service appointment, customer i) authorizes the repair work to be done along with necessary materials; ii) authorizes ABC and its employees to operate the vehicle for purposes of testing and inspection at my risk; and iii) ABC will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond ABC's control.