

90-10-0007 - STATEMENT OF LIMITED WARRANTY NEW AMBULANCES



**BRAUN PERFORMANCE EXCELLENCE SYSTEM**

**Statement of Limited Warranty  
New Ambulances**

Document No. and Level:	BPES-P-076-100 / Level II
Effective Date:	Jan 1, 2018
Revision No.:	C
Prepared By:	Kim Braun
Owner:	Kim Braun
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**SOLIDBODY™ MODEL WARRANTY**

Subject to the provisions, limitations, and conditions set forth in this warranty, Braun Industries, Inc. (the "Manufacturer") warrants to each original purchaser that its ambulances are free of defects in material and workmanship and shall maintain such integrity under normal use and service. This warranty is valid only in the United States and Canada and all warranty periods start from the date of manufacture and expire per the disclosures listed below. The Manufacturer warrants to repair or replace at its sole discretion; components, installation, or workmanship deemed to be defective under the terms and conditions set forth in this warranty statement. Warranty repairs must be performed by the Manufacturer or by a Braun Authorized Dealer / Service Center.

**EXCLUSIONS AND LIMITATIONS**

**NOTWITHSTANDING ANY OTHER PROVISION HEREOF TO THE CONTRARY, OTHER THAN THE EXPRESS WARRANTIES SET FORTH HEREIN, THE MANUFACTURER MAKES NO OTHER WARRANTY REGARDING THE AMBULANCES, PRODUCTS AND/OR SERVICES PROVIDED BY MANUFACTURER, EXPRESS OR IMPLIED, AND MANUFACTURER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY IN SECTION 2-312 OF THE UCC THAT SUCH AMBULANCES AND/OR PRODUCTS DO NOT INFRINGE ON THE RIGHTS OF ANY OTHER PERSON.** The purchaser's right to repair or replacement of defective parts or workmanship is the exclusive remedy, and neither the Manufacturer nor any Braun Authorized Dealer / Service Center shall be liable for damages, whether ordinary, incidental, or consequential under this warranty. Any remedy of consequential damages; including but not limited to economic loss, transportation, mileage, trip charges, wages, etc., and any remedy of incidental damages or loss are hereby excluded. Any acts of God or natural disasters, such as flood, storm, lightning, etc. are excluded. Purchaser's noncompliance with any part of this specific limited warranty shall immediately render the total warranty null, void and non-enforceable.

The purchaser shall use, service and maintain the ambulance according to the written instructions furnished by the Manufacturer and failure of purchaser to properly use, service and maintain the product in accordance with such instructions shall void the warranty, including, without limitation, (i) use of modular body for any purpose other than what it was originally designed to perform, (ii) resale or remounting of modular body without written warranty-transfer approval within the required time period, (iii) overloading the ambulance beyond its applicable weight rating, (iv) overloading the electrical system beyond its applicable electrical load rating, (v) remounting the modular body by anyone other than the Manufacturer or a Braun Authorized Remounter, (vi) defects or damage as a result of misuse, abuse, negligence, damage, or failure to provide normal routine maintenance, and/or (vii) defects or damage as a result of pass-through and after-market work performed by any entity other than the Manufacturer.

This statement of limited warranty does not apply to: (i) any product or component supplied by the purchaser, (ii) any product or component that is added, repaired, modified, altered, or replaced by anyone other than the Manufacturer, or (iii) any component that is not produced by the Manufacturer, and carries its own warranty.

Purchaser shall be responsible and liable for such modifications, alterations, integrations and installations performed by purchaser and purchaser hereby agrees to indemnify and hold harmless Manufacturer and its successors and assigns from all liabilities, obligations, cost, losses, demands, actions, proceedings, claims, damages, and penalties (including, without limitation, all attorney fees) incurred or suffered by Manufacturer and arising or relating to such modifications, alterations, integrations and installations performed by purchaser.

The Manufacturer reserves the right to make changes to the design and features of its products without any obligation to make corresponding changes to products previously manufactured. No other person is authorized to make any representation or warranty on behalf of the Manufacturer or any Braun Authorized Dealer / Service Center, other than as stated in the Manufacturer's warranty.

**STRUCTURAL WARRANTY**

The aluminum modular body (Braun SOLIDBODY™ ambulances) are warranted to be structurally sound and free of joint separation, weld cracks, and all other structural defects in materials and workmanship for the life of the vehicle in accordance with the provisions of this warranty. The original Braun Limited Warranty may be extended to the remounted ambulance when authorized.

Inclusions to warranty – The modular body construction, including seams, joints, door frames, roof, floor, and wall construction. All exterior doors. All aluminum cabinetry.

Exclusions from warranty – Paint finish, sealant deterioration, filler shrinkage, hardware, moldings, windows, non-aluminum cabinets, and other accessories that are not structural components of the module. Normal wear parts such as door rollers, latches, hinges, etc. Any part or component becoming defective as a result of accident damage or other casualty.

An accident will void the structural warranty. The potential for reinstatement of the structural warranty is dependent on an inspection by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of the occurrence. The inspection will determine the structural integrity of the module and if there is an opportunity to reinstate the warranty.

**TRANSFER OF OWNERSHIP:**

The structural warranty may be transferred to a subsequent owner(s), provided that the vehicle is inspected by the Manufacturer or a Braun Authorized Dealer / Service Center within sixty days of transfer of ownership and the warranty revalidation forms are completed and filed with the Manufacturer verifying warranty compliance. A warranty transfer fee, in addition to inspection charges, will apply. Once this warranty has become invalidated by failure to comply with this provision or for any other reason, it cannot be reinstated.

**CONVERSION WARRANTY**

The non-structural construction, assembly and installation of the module is warranted to be free of defects in materials and workmanship for a period of three years from the date of manufacture, or up to 36,000 miles, whichever occurs first. Performance of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the

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supplier of the specific item in question and may be more or less than the three year conversion warranty period and in some cases may not cover labor.

Inclusion to warranty – Non-aluminum cabinets, interior doors and acrylic or polycarbonate windows, hardware, latches and locks, trim, wall coverings, floor, kick plates, cot mount hardware, grab handles, IV hangers and other accessories. Braun manufactured seating, head pads, and other cushions and upholstery items. Air conditioning and heating system hoses, connections, and installation. Peeling or de-lamination of the topcoat and/or other layers of graphics. Cracking or checking of the graphics material and loss of gloss or color.

Exclusion from warranty – Effects from normal wear/use. Floor discoloration and marring. Damage to graphics caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, magnesium, calcium chloride, road salt, or other substances which are used to free roads from ice/snow. Damage caused by power washers, or other aggressive forms of washing. Damage caused by rolling, sliding or segmented doors.

**CHASSIS WARRANTY**

All new Braun ambulances that are mounted on a new chassis will carry the full OEM warranty, as issued by the specific chassis OEM. This warranty is administered by the chassis OEM's representing dealer and is subject to the guidelines, restrictions, and limitations that they set forth. This warranty does not apply to any portion of the truck or chassis directly included in the alteration process – including materials added to and work accomplished on the original chassis by a vehicle modifier. Should any chassis service/repairs be required due to Braun alterations, such repairs/service are covered under the Braun warranty for a term equal in duration, and in every other aspect, to the warranty provided by the OEM for the applicable chassis model year. The purchaser should complete an alignment after the unit is loaded and readied for use, as added weight and weight distribution will affect vehicle alignment. Alignments are not covered by OEM nor Braun warranty.

**ELECTRICAL WARRANTY - MASTERTECH**

The MasterTech microprocessor based, multiplex electrical system is warranted to be free of mechanical, electrical, and physical defects (excluding lamps, switches, and electrical display screens) for a period of seven years from the date of manufacture (up to 84,000 miles), whichever occurs first. The electrical display screens are also covered by a seven year pro-rated warranty, with a maximum allowable coverage of \$200 for parts replacement after three years. Labor is covered for the entire seven year period.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, nodes and electrical display screens. Initial programming and proper system functions. Installation and proper wiring of standard and specified optional components such as fans, lights, sirens, compressors, IV warmers etc.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

**ELECTRICAL WARRANTY - TRADITIONAL**

The electrical wiring harness, electrical components, and electrical system installation and workmanship are warranted to be free of defects for a period of five years from the date of manufacture (up to 75,000 miles), whichever occurs first. Performance and function of components and equipment not manufactured by the manufacturer are covered by the applicable warranty from the supplier of the specific item in question and may be less than the five year electrical warranty period, may not cover labor and may require repair instead of replacement.

Inclusion to warranty – All Manufacturer installed wiring, wiring terminals, connectors, relays, rocker switches, circuit breakers, diodes, solenoids, voltmeters, ammeters, and hour meters. Installation and proper wiring of components.

Exclusion from warranty – Chassis electrical systems which are covered by the chassis OEM. Batteries and alternator systems which are covered by the OEM warranty. Light bulbs, batteries, and other normal wear/consumable type items.

**PAINT WARRANTY**

The pro-rated paint warranty covers the areas of the ambulance body finished with paint products specified by the Manufacturer for a period of seven years from the date of manufacture, or up to 84,000 miles, whichever occurs first. The first four years, or up to 48,000 miles, are covered at 100% parts and labor. The fifth year or up to 60,000 miles, is covered at 75% parts and labor. The sixth and seventh years or up to 84,000 miles, are covered at 50% parts and labor. Paint repairs must be pre-authorized by the Manufacturer and performed by the Manufacturer or an Authorized Braun Dealer / Service Center.

Inclusion to warranty – Peeling or de-lamination of the topcoat and/or other layers of paint. Cracking, checking or loss of gloss. Any paint failure caused by defective materials which are covered by this warranty. Corrosion caused by improper surface preparation, dissimilar metal reaction, or improper paint application.

Exclusion from warranty – Paint deterioration caused by road salt, magnesium, calcium chloride, or other substances which are used to free roads from ice/snow. Paint deterioration caused by accidents, acid rain, chemical fallout, acts of nature, or the lack of routine maintenance such as regular washing and waxing or the failure to touch-up stone chips. Damage caused by chemicals including but not limited to: DEF (diesel exhaust fluid), gasoline, diesel fuel, anti-freeze, power steering fluid, brake fluid, fuel additives, abrasive cleaners, etc. Failures resulting from product misuse or abuse including but not limited to stone chips, scratches, gouges, other impact damage, etc. Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents, pressure washing, or aggressive mechanical wash systems. Failure of finishes that were applied without the prior, written authorization of the Manufacturer.

NOTE: Copies of these Warranties shall be provided to the purchaser in the bid response.

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