

Phenix Limited Warranty

Foretravel, Incorporated (“Foretravel”) warrants each Phenix Motorcoach to be free from defects in materials or workmanship under normal use and service, subject to certain limitations or additions as specifically set forth herein.

For purposes of the time limitations on this limited warranty, the date of inception of the warranty shall be from the date of delivery to the original purchaser (the “Date of Origination”). For the purposes of the mileage limitation on this limited warranty, it shall be actual odometer miles in addition to the odometer mileage on the Motorcoach at Date of Origination.

What Is Covered

The Phenix Limited Warranty covers the cost of all parts and labor required to repair or replace, at Foretravel’s option, any Phenix Motorcoach component defective in materials or workmanship, for eighteen (18) months or twenty-four thousand (24,000) miles, whichever comes first, from the Date of Origination.

Any structural metal members such as chassis rails or cross members and metal members supporting body shell components, such as the floor, sidewalls, front and rear walls, and roof, shall be covered for a total of five (5) years or one hundred thousand (100,000) miles, whichever comes first, from the Date of Origination. Foretravel will repair or replace, at Foretravel’s option, any such items which fail due to cracking, breaking, rust through, or broken welds.

Any warranty claim or failure must be brought to Foretravel’s attention within the appropriate warranty period.

To obtain service under this Limited Warranty, the Motorcoach must be brought to an Authorized Foretravel Service Center, during normal working hours. The Authorized Service Center will repair or replace the defective component using new or remanufactured parts. The decision to repair or replace said component is solely the prerogative of Foretravel, for Foretravel manufactured items, and solely the prerogative of the manufacturer of an item warranted by that manufacturer. Components for which replacements are made become the property of the manufacturer replacing said item.

Components Covered By Other Warranties

The engine, transmission, tires, wheels, and batteries (house and chassis) are not covered under the Phenix Limited Warranty, but are covered by separate warranties offered by their specific manufacturers. Also, some component manufacturers provide warranty coverage for longer periods and/or greater mileage than that provided by the Phenix Limited Warranty. Information on these warranties may be found in your Owner’s Information Box or can be obtained from Foretravel Technical Services.

FORETRAVEL EXPRESSLY DISCLAIMS ANY OTHER WARRANTY, ANY RESPONSIBILITY, OR OBLIGATION INVOLVING ANY WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE PHENIX LIMITED WARRANTY.

Items Not Covered by Warranty

- 1) All maintenance items including, but not limited to: oil, filters, desiccants, belts, hoses, lubricants, coolant, refrigerant, light bulbs, wiper blades, wheel and tire balancing, steering alignment, cleaning, polishing, batteries of any type, and labor charges connected with repair or replacement of such items.
- 2) Items subject to wear and tear or deterioration due to driving habits or conditions including, but not limited to: brake pads/linings, brake discs, filters, upholstery, floor coverings, trim and chrome items, paint finish, drive belts, glass, and similar items are specifically limited to defects in materials or workmanship. Repairs, services, or adjustments caused by normal wear or use are not covered.
- 3) Damage caused by improper or insufficient maintenance. Proper maintenance is detailed in the Foretravel Maintenance Schedule.
- 4) Damage caused by improper operation of the Motorcoach or its components, improper repairs, or improper or dirty fuel.
- 5) Damage due to accidents, abusive operation, misuse, failure to use reasonable care in operation of the Motorcoach, alteration or tampering.
- 6) Damage due to theft, vandalism, fire, road hazards, incoming power surges, or outages.
- 7) Damage caused by natural or environmental occurrences including, but not limited to: flood, wind, lightning, acid rain, mold, mildew, corrosion, or acts of God.
- 8) Equipment, accessories or visuals including but not limited to: electronics, cabinetry, towing systems, paint, graphics, vinyls, surface protection and similar items not installed by Foretravel or damage caused by such installation.
- 9) Non-standard equipment or accessories, not usually offered by Foretravel, whether installed by Foretravel at customer’s request or otherwise, and any damage that may occur due to such installation.
- 10) Glass breakage or scratching on mirrors, windows, or windshields.
- 11) Changes in appearance of aesthetic features that in no way interfere with proper operation or capability of a component or the Motorcoach.

Incidental and Consequential Damages Not Covered

Your Phenix Limited Warranty does not cover incidental or consequential damages. Foretravel hereby excludes incidental and consequential damages, including commercial loss; loss of use; maintenance expense; towing charges; lodging, telephone, and rental car expenses; inconvenience; and loss of time for any breach of any express or implied warranty of merchantability applicable to Motorcoach. **SOME STATE LAWS DO NOT PERMIT INCIDENTAL OR CONSEQUENTIAL DAMAGES TO BE EXCLUDED OR LIMITED, SO THIS EXCLUSION MAY NOT APPLY TO YOU.**

Other Terms and Conditions

The Phenix Limited Warranty applies to a new Motorcoach sold by an Authorized Dealer of Foretravel, registered in the United States or Canada, and primarily operated in the United States or Canada. Exporting the Motorcoach or registering it outside of the United States or Canada voids this Limited Warranty.

Demonstration Motorcoaches and Motorcoaches used in commercial rental service are not covered by the Phenix Limited Warranty, but may be covered by a separate written Foretravel limited warranty, which shall be given to Purchaser.

This Phenix Limited Warranty shall be null and void if the vehicle identification number has been altered or cannot be read; if the odometer has been replaced or altered and the true mileage cannot be determined; or if a Motorcoach is declared to be a total loss by any insurance company and is rebuilt, or is issued a Certificate of Title indicating that it is designated as salvage, junk, rebuilt, scrap, or words of similar impact.

The Phenix Limited Warranty may be transferred to a new owner for a processing fee of \$100, providing a written request to transfer the Limited Warranty is received by Foretravel within 30 days of resale

Foretravel does not authorize any person to create for it any other obligation or liability in connection with the Phenix Motorcoach. Any implied warranty of merchantability or fitness for a particular purpose applicable to this Motorcoach is limited in duration to the duration of this express written Limited Warranty as hereinbefore or hereinafter provided. The performance of repairs is the exclusive remedy under this Limited Warranty.

...Revision 011108



**FORETRAVEL
MOTORCOACH**

Foretravel Exterior Finish Limited Warranty

Foretravel Exterior Finish Limited Warranty:

The Foretravel Exterior Finish Limited Warranty for purposes of time limitations will apply concurrent to the Phenix or Nimbus Limited Warranty from the date of origination to the original retail purchaser. For the purpose of mileage limitation, will apply concurrent to the Phenix or Nimbus Limited Warranty, it shall be actual odometer miles in addition to the odometer mileage on the Motorcoach at date of origination.

Application and Validity of the Foretravel Exterior Finish Limited Warranty:

The Foretravel Exterior Finish Limited warranty applies only to the degradation of the paint, such as cracking or checking, rust protection, loss of gloss caused by hazing, chalking or fading, peeling of the topcoat or of all the layers included in the process from the substrate as determined by Foretravel.

Repair of painted surfaces shall be restricted to clearly confined areas.

Gloss and tone difference of the repaired and painted surface compared to the original paint does not cause the need to repaint the entire outside surface.

Repairs made during the warranty period for the retail buyer do not extend the original warranty period.

Note: Washing and waxing of the exterior should only be performed according to the guidelines in the Foretravel owner's manual.

The following Items are not covered by the Foretravel Exterior Finish Limited Warranty:

- 1) Small surface blemishes slightly detectable from a distance of less than (5) five feet under normal or indirect lighting conditions.
- 2) Slight variations in graphic design and paint fading or surface smoothness identified by touch only.
- 3) Repainted or repaired finishes made by an unauthorized facility. Any repairs required to correct any flaws or inconsistencies made by such a facility.
- 4) Repairs made in an improper manner or by other paints not recommended in the specification.
- 5) Adjacent areas covered by another repair.
- 6) Damages caused by repairs of, or on painted surfaces.
- 7) Paint damage resulting from the removal of items from the surface of the paint to include but not limited to: surface protection film, graphics, overspray, graffiti, exterior equipment or accessories.
- 8) Scratches, abrasions or chips caused intentionally or accidentally

9) Hazing or visual degradations caused by;

- The use of abrasive detergents, brushes, cloths, rags or sponges.
- Industrial emissions, volatile or corrosive substances.
- Waxes, Hand or Machine Buffing.
- Moisture, Mold or Mildew.
- Incidental atmospheric conditions such as acid rain or storage in industrial areas.
- Damages caused by accidents.
- Damages resulting from the improper cleaning or servicing of the Motorcoach, or the Motorcoach being used in abnormal conditions.
- Areas of the Motorcoach and chassis, due to design configuration, where paint and or clear coat thickness is difficult to measure accurately.Revision 080707



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