

# **Warranty Policy Manual 2022**

Morgan Olson Corporation warrants each walk-in van body sold to the original end user and installed on the original chassis to be free of defects in material(s) and workmanship as set forth herein.

THIS WARRANTY IS MADE SOLELY TO THE ORIGINAL END USER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

#### 1-Year Coverage

This warranty is for a period of 1 year from date of delivery to the original end user. Coverage applies to all equipment manufactured or supplied by Morgan Olson, subject to the exclusions as outlined herein. Morgan Olson and/or the supplier reserve the right to request the return of failed parts.

#### 3 / 1-Year Coverage Paint

This warranty is for a period of 3 years from date of delivery to the original end user. It covers the unsatisfactory application of paint when applied by Morgan Olson. Paint finishing on steel bumpers and roll-up doors is limited under this warranty for a period of 1 year from date of delivery to the original end user. Morgan Olson reserves the right to request two (2) written estimates for all paint repairs.

#### 5-Year Coverage Structural

This warranty is for a period of 5 years from date of delivery to the original end user, or for the first 150,000 miles of operation, whichever shall first occur. It covers the main structural components of the body. Included in this coverage are the roof structure, side and cab front structure, floor, and rear frame structure.

#### Non-Morgan Olson Parts, Accessories, and Goods

Except as outlined above, Morgan Olson makes no warranty on any part, accessory, or goods manufactured by others that are installed on a Morgan Olson Walk-In Van Body. Morgan Olson will assign applicable warranty provided by suppliers to the customer.

#### **NOT COVERED BY WARRANTY:**

- 1. Claims resulting from repairs and/or modifications made without signed approval from a Morgan Olson Warranty Representative.
- 2. Adjustments to all doors including bulkheads after 30 days of service.
- 3. Non-Morgan Olson parts for warrantable repairs.
  - 3.1. This exclusion does not apply if a written approval is received from a Morgan Olson Warranty Representative to the requesting party
- 4. Deterioration due to normal wear and tear.
- 5. Defects in Chassis and/or power unit.
- 6. Wheel alignment or damage resulting from misalignment.
- 7. Non-Morgan Olson manufactured or supplied vendor parts.
  - 7.1. This exclusion applies to 3<sup>rd</sup> party upfitters or other parties not involved in the Morgan Olson Production.
- 8. Body glass
  - 8.1. This exclusion does not apply for improper installation during Morgan Olson Production.
- 9. Items damaged, lost, or stolen, while unit is in transit from the manufacturer to the original end user.
- 10. Deterioration caused by corrosive, hazardous or otherwise unsafe cargo.
- 11. Customer decals or graphics.
- 12. Deterioration due to misuse, abuse, overloading the vehicle beyond the GVWR, failure to follow recommended maintenance procedures outlined in Morgan Olson maintenance manual.
- 13. Claims submitted from a party that is not the original end user.
- 14. Acts of nature, including, but not limited to hurricane, tornado, wind, snow, hail, flood or fire, or other contingencies beyond the control of Morgan

Without regard to the nature of the claim asserted, Morgan Olson shall not be responsible nor otherwise held liable for any direct, incidental, or consequential damages alleged to have been caused by any product delivered hereunder, including without limitation, lost income or earnings, loss of use, inconvenience, loss, or damage to cargo or any personal or real property, expenses for gasoline, rental, and other road service charges, or any other commercial (economic) loss. (This limitation shall apply regardless of whether the exclusive remedy provided hereunder "fails in its essential purpose" within the meaning of Section 2719(b) of the PA Uniform Commercial Code.)

It shall be Customer's responsibility to contact Morgan Olson or an authorized repair center before any repairs are made which are covered by or affect this warranty, in order to secure Morgan Olson's prior approval. Morgan Olson shall, at its option, provide a factory or local representative to inspect the equipment prior to issuing such approval. Morgan Olson reserves the right to make changes or improvements in design or product without thereby obligating itself to make the same changes or improvements upon its products previously manufactured. Morgan Olson's warranty is void if Morgan Olson's original equipment parts are not used in repairs.

Customer's sole and exclusive remedy for any claim arising out of (a) breach of contract, (b) any defects in products or workmanship, (c) breach of any warranty hereunder, (d) Morgan Olson's negligence in performing hereunder, or (e) any other claim arising hereunder whether in tort, strict liability, or otherwise, shall be limited to the repair or replacement of such products, at Morgan Olson's option, within the period set forth herein, and shall be deemed waived unless such claim is made in accordance with the following procedures: (1) Customer shall give Morgan Olson written notice of such defect, including description of product and defect, within (30) days after such defect is, or ought to have been, discovered; and (2) if and after Morgan Olson requests its return for inspection and / or replacement and such product is returned to Morgan Olson within ten (10) days with freight prepaid by the Customer. Upon receipt of proper notice from Customer and return to Morgan Olson (if requested, as provided hereunder), Morgan Olson shall be obligated to repair or replace such product only if, after Morgan Olson's inspection, such product is found to Morgan Olson's satisfaction (a) to be defective, (b) not to have been manufactured in a workmanlike manner, of (c) not to have been manufactured in accordance with written specifications or drawings, if any, supplied by Customer to Morgan Olson. Customer shall have no other equitable or other remedy at law available to it.

## Process required to initiate a warranty claim:

Morgan Olson provides a website for Morgan Olson customers, vendors, and authorized repair centers to file warranty claims. Please visit Morgan Olson website <a href="https://morganolson.com/after-sale-care/">https://morganolson.com/after-sale-care/</a> and complete the requested information. A Morgan Olson Warranty Representative will contact you to initiate the claim, and authorize approvals for the repairs.

In addition, Morgan Olson offers online service manuals for referencing general maintenance, parts, and contacts

Maintenance: <a href="https://www.morganolsonparts.com/maintenance-tutorials">https://www.morganolsonparts.com/maintenance-tutorials</a>
Parts Catalogs: <a href="https://www.morganolsonparts.com/parts-catalogs">https://www.morganolsonparts.com/parts-catalogs</a>

## **Morgan Olson Warranty contact information:**

Toll Free Number: (800) 262-3437 Andrew Oberc – Warranty Manager

- Andrew.Oberc@morganolson.com
- Landline (269) 659-0257

Chad Danbury – Warranty Supervisor

- <u>Chad.Danbury@morganolson.com</u>
- Landline (269) 659-0520

Chris Ingersoll – Warranty Specialist

- Chris.Ingersoll@morganolson.com
- Landline (269) 659-0253

Terry Adams – Warranty Specialist

- Terry.Adams@morganolson.com
- Landline (269) 659-0306

Kelsi Snyder – Warranty Coordinator

- Kelsi.Snyder@morganolson.com
- Landline: (269) 659-0282

Office hours are Monday – Friday 8:00 am – 5:00 pm (est). For after hour inquiries please email <u>warranty@morganolson.com</u> referencing your vehicle VIN, and claim number if available.

### WARRANTY INVOICING PROCEDURE:

1. When an approved Warranty repair is complete, an invoice must be forwarded to warranty@morganolson.com or mail to:

Morgan Olson 1801 S Nottawa Street Sturgis, MI, 49091 ATT: WARRANTY DEPARTMENT

- 2. All Invoices must include:
  - a. Morgan Olson Warranty Claim Number.
  - b. Unit VIN number or Morgan Olson serial number.
  - c. Itemized invoice specifying:
    - i. Labor hours
    - ii. Labor rate
    - iii. Tax (if applicable)
  - d. All parts are supplied at Morgan Olson cost. If parts are incurred for the repair, there must be an approved signature from a Morgan Olson representative for consideration.
- 3. National Fleet Account claims must be submitted directly to the appropriate Warranty Claims Representative or to warranty@morganolson.com including your identification number.

## **Warranty Authorization Procedure:**

- 1. All Warranty Claims must be authorized by a Morgan Olson Representative (via Morgan Olson Warranty Claim number) prior to repair work being performed. The Claim Number can be obtained by contacting a Morgan Olson Warranty Representative.
- 2. Pursuant to the terms outlined in Morgan Olson's standard Warranty, failure to obtain the proper authorization prior to repair work being performed will result in the denial of a claim. Please contact Morgan Warranty for the nearest authorized repair facility.
- 3. For facilities not approved as an Authorized Repair Center, please contact Warranty Manager Andrew Oberc.

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Repair Facility Business:	
Labor Rate 2022:	
General Manager Signature:	
Date:	

Please sign agreement on adhering to the Terms & Conditions: