

## ANNEXURE A

### STATEMENT OF WARRANTY

Subject to part being used and maintained properly, Seller warrants that it will correct any defect or defects in material or workmanship in new or remanufactured parts or components sold separately by Seller that may develop under normal use and service:

- (a) Within (1) year after being placed in service by original purchaser; 2 years for UTEX turbochargers
- (b) Within 100,000 miles/160,000 KM of operation if installed as a replacement item (Rail application only)
- (c) Within 4200 megawatt hours after application (Rail application only), or
- (d) Within two (2) years after shipment from Seller's warehouse

whichever occurs first.

Seller agrees to correct such defects, which examination shall disclose to Seller's satisfaction to be defective, by repair, unit exchange or new part replacement at Seller's option, shipped prepaid by Seller to Buyer, and such correction shall constitute fulfillment of all Seller's obligations and liability with respect to any defective part or component thereof covered under this warranty.

This warranty shall not apply to any part or component thereof (1) used for purposes for which it is not designed or intended; (2) which has been repaired or altered without Seller's prior written consent; (3) which has been subjected to misuse, negligence, accident, improper installation or improper operation; (4) which has not been maintained according to Seller's maintenance instructions applicable to the component; or (5) which, based on Seller's examination, discloses that the part or component conforms to the warranty.

Seller shall provide pre-authorized new, UTEX or remanufactured replacement parts to Buyer at no charge upon receipt of the completed warranty Service Notification from Seller's Service Engineer and a sales order referencing a billable Buyer purchase order which references that the replacement material is pursuant to the request for warranty,

If upon analysis by Seller, the Buyer is found to be responsible for the failure or defect, or if the original part is found to be free of a reported defect, following return of the part according to the procedures outlined below, then Seller shall invoice Buyer for all charges incurred by Seller with respect to any replacement or repaired parts supplied to Buyer.

Buyer shall also be responsible for all charges incurred by Seller in the event Buyer orders new parts under its warranty parts order, where Seller has determined that it shall fulfill its warranty obligations hereunder by either performing a warranty repair or by providing unit exchange parts/material. Administration of warranty applications and Seller's performance of its warranty obligations hereunder shall be according to EMD's Warranty Procedure Handbook, a copy of which is available to the Buyer upon request.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY.

#### Warranty Applications Deadline

All warranty requests must be submitted to and received by the Seller's Service Engineer by no later than:

- sixty (60) days after the date upon which the original part is reported to be defective
- thirty (30) days after the date upon which the product, without being placed into service, is reported to be defective, within two (2) years after shipment of the original part from Seller's warehouse

Warranty applications submitted after these dates will be denied.

## **Defective Parts Warranty Return Procedure**

In the event the Buyer makes a return of any parts reported to be defective under the provisions of the warranty, Buyer shall comply with the guidelines for the return of defective parts set forth.

Buyer shall return to Seller any parts reported to be defective which Seller's Service Engineer/Dealer has designated for return in the warranty Service Notification:

Within sixty (60) days from the date of the shipment of replacement material. When replacement material is not ordered, returns must be received within sixty (60) days from date of the ZW Service notification.