



**Warranty  
Document #05-000101**

Limited Warranty

Navitas Vehicle Systems Ltd. warrants that the products sold to Customer by Navitas will be free from defect in materials and workmanship as noted below, from the date of manufacturing shipping of the product, subject to the terms and conditions in this Limited Warranty.

1. TSX, TSX 2.0, Separately Excited Models, TPM Permanent Magnet Models, TAC AC Induction Models – 24 months
2. TSE Series Models, PSE Hydraulic Models, CTL Series Models – Lessor of 12 months or 4,000 hours

If, during the applicable warranty period, (i) Navitas is advised in writing as to a defect in a Navitas product; (ii) such product is returned to a receiving point designated by Navitas; and (iii) an examination of such product discloses to Navitas' reasonable satisfaction that such product is defective and such defect was not caused by accident, abuse, neglect, alteration, improper installation, lightning damage, submersion, short circuits due to improper handling, repair, improper testing or use contrary to any instruction issued by Navitas, Navitas will repair or replace the defective product at no cost to Customer, except for transportation costs. Replacement shall mean furnishing the Customer with a new product equivalent to the defective product. All defective products replaced by Navitas under this warranty shall become the property of Navitas and must be returned to Navitas properly packed to prevent physical damage.

Navitas does not warrant that any product is suitable for use in any particular application. Customer shall be responsible for evaluating the appropriateness of the use of any specific Navitas product for a particular application and shall specify such use at the time of the placement of any order for a Navitas product. Navitas shall be entitled to rely exclusively upon such representation in furnishing any product to Customer.

Warranty Limitations

The foregoing warranty constitutes Navitas' exclusive Liability and the exclusive remedy of Customer for any breach of or any other nonconformity of the products covered by this warranty. This warranty is exclusive and in lieu of all other warranties. Navitas makes no warranty, expressed or implied or statutory including, without limitation, any warranty of merchantability or fitness for a particular purpose.

No representative, employee, distributor or dealer of Navitas has the authority to make or imply any warranty, representation, promise or agreement, which in any way varies the terms of this limited warranty.

The Navitas products sold to Customer are intended to be used only in the application specified by Customer to Navitas. Any other use renders the Limited Warranty expressed herein and all implied warranties null & void and same are hereby excluded. Under no circumstances shall Navitas be liable to Customer or any third party for consequential, incidental, indirect, exemplary, special or other damages whether in an action based on contract, tort (including negligence) or any other legal theory, arising out of or related to the products sold to Customer, including but not limited to lost profits or loss of business, even if Navitas is apprised of the likelihood of such damages occurring.

This limited warranty may not be changed, modified, limited or extended in scope except by a written agreement signed by Navitas and Customer. Except as stated, any purported modification of this limited warranty shall be null and void.

**Document# 05-000101**

**January 2017**

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