



GENERAL WARRANTY CONDITIONS

This document presents the warranty conditions offered to any customer for any piece of equipment manufactured in a TLD facility and sold to such customer through the authorized TLD Sales and Services network. The provisions relating to the warranty hereunder shall be in lieu of all other warranties and conditions, express or implied, provided by statute, common law or otherwise, to the extent permitted by law.

The general warranty conditions hereunder govern the relationship between final customer of a TLD product, hereunder called the « **BUYER** » and TLD factory, called the « **MANUFACTURER** », following the sale of new product manufactured by the MANUFACTURER, through an authorized TLD Sales and Services organization, called the « **SELLER** ».

The fact that the BUYER places an order of a TLD product means that he has read the present policy and does accept its provisions, including the specific warranty terms associated to the iBS Products (if applicable). Any other general or specific provisions that differ from or contradict one of the general or specific conditions described hereinafter which may appear in any document from the BUYER and especially in its general purchasing conditions, cannot be used against the MANUFACTURER or the SELLER unless accepted by TLD in a written agreement.

The operating hours defined in the warranty documents are referring to hours with the equipment ignition switch ON (called the «**HOURS**»). In the specific case of a remotely operated or autonomous vehicle, the supervised hours are included in the warranty (e.g., Hours when the software is active and the equipment is supervised by the software).

ARTICLE 1:

TLD warrants that each new item of equipment is of good workmanship and is free from mechanical defects provided that:

- 1) The product is installed, maintained and operated in accordance with TLD Equipment's specifications and instructions;
- 2) The product is used under normal operating conditions, for which it is designed;
- 3) The product is not subject to misuse, negligence or accident;
- 4) The product receives proper care, lubrication, protection and maintenance under the supervision of trained personnel;
- 5) The product is normally protected from exterior aggressions whatever their origin and has appropriate storage conditions.

TLD excludes any warranty on the products for normal wear and tear.

ARTICLE 2:

This warranty expires, unless otherwise agreed by TLD in a special provision, 27 months after shipment from the MANUFACTURER's location, or 24 months after being placed in service, or after 2000 HOURS if the main engine of the unit is under 50kW or 3000 HOURS if main engine of the unit is above 50kW, whichever first occurs. The warranty claims are only considered after full payment of the equipment by the BUYER to the SELLER.

ARTICLE 3:

This warranty is strictly limited to the replacement of defective parts or if the repair does justify it, to the assistance of a technician. Parts shipping expenses, traveling and housing expenses of SELLER personnel are to be paid by the BUYER.

ARTICLE 4:

This warranty does not apply to fluids, oils, fuses, bulbs, accumulators, paint, seals, tires, bumpers, pads, fire detection and fire extinguishing associated items and other consumables or normally wearing type items unless found to be defective prior to use.

In the specific case of Electric GSE, or any battery driven equipment, the warranty of the battery is limited to the battery supplier terms, unless TLD has proposed the battery as an integral part of the equipment and the battery is branded TLD.

The battery warranty is also automatically void in the following cases:

- The battery is connected to a charger or a charging system that has not been specified or approved by TLD, set as per TLD Instructions and commissioned together with the TLD Equipment by a TLD Technician.
- The battery system is including electrical accessories that are not manufactured or sold by TLD or for use with the Vehicle or any other electrical energy consuming devices installed directly to the battery pack
- The battery shows indications that the battery pack was disassembled, opened, or tampered with in any way
- The battery containing lithium battery packs is not paired with the battery management system as supplied by TLD
In the case of batteries containing lithium battery packs, the customer understand that the hour considered in the hour limitation are the hours clocked by the Battery Management System and not the hours clocked by the vehicle.

ARTICLE 5:

All warranty claims from the BUYER must be sent by written document to the SELLER who will be in charge of dealing with the MANUFACTURER to address the problem in a timely manner.

**ARTICLE 6:**

All the expenses related to a warranty claim will be invoiced to the BUYER until the MANUFACTURER employees have evaluated the claim. Whatever the circumstances, the BUYER should not refuse or delay the payment. If the evaluation concludes to the MANUFACTURER's full responsibility, a credit memo will be issued in favor of the BUYER. Under no circumstance other than those accepted by TLD, warranty claim can be accepted without a formal letter from the BUYER and without the effective return of the defective parts at the MANUFACTURER address.

ARTICLE 7:

This warranty is extended by TLD only to the BUYER of new products from TLD or from its authorized distributors. The products purchased under this warranty are intended for use exclusively by the BUYER and his employees and by no other person. Therefore, this warranty is not assignable and there shall be no third party beneficiary of this warranty.

ARTICLE 8:

This warranty does only apply to the primeval reason. In other words, the consequences on the product linked to its use after first problem are not covered by the TLD warranty.

ARTICLE 9:

Under no circumstances whatsoever shall the MANUFACTURER and the SELLER be liable for any indirect, special or consequential damages, whether based on lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence or otherwise, except only in the case of death or personal injury as may be required by applicable law.

ARTICLE 10:

This warranty is automatically void in the following cases:

- 1) The product has received some modification, not advised by TLD or not done following TLD requirements;
- 2) The BUYER has not applied on the product applicable Technical Bulletins;
- 3) Some original parts have been replaced by parts not provided by TLD.

ARTICLE 11:

Products which includes the intelligent battery system ("iBS Products"), shall also be subject to a separate warranty (the "iBS Limited Warranty"), which is complementary to these general warranty conditions. In case of any controversy between this general warranty and the iBS Limited Warranty, the iBS Limited Warranty shall prevail to the extent of the matter in controversy. These general warranty conditions shall still be applicable to any equipment on which the iBS Products are installed in.

ARTICLE 12:

This warranty including all undertaking of the MANUFACTURER, shall be governed by the laws of the MANUFACTURER's country and discussed in front of nearest court from any dispute arising out of or in connection with the terms and conditions set forth herein shall be submitted to the competent courts of the jurisdiction of the MANUFACTURER's facility, even including in cases of multiple defendants.