



MOVING FORWARD

Title: National Railway Equipment CO. – Limited Warranty

Document Control No.: QF 18.02-02

Revision: 2

Release Document: 8/14/17

Revision Date: 04/12/2021

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Review Date: 04/12/2021

1. National Railway Equipment Co. (NRE) warrants that all materials provided, and services performed by NRE shall be free from defects in materials and workmanship, as per the terms of this Warranty.
2. NRE warrants the following materials as follows. Only one of the below categories, in NRE's determination, shall apply to a claim under this Warranty.
  - 2.1. QUALIFIED LOCOMOTIVE & QUALIFIED ENGINE
    - 2.1.1. Crankshaft and AC main alternator (DC main generator not included) warranted for six (6) months from date of shipment.
  - 2.2. EMISSION KIT
    - 2.2.1. All emission kit components (including remanufactured power assemblies), with the exception of new power assemblies, warranted for a) one (1) year from date of shipment, or b) 100,000 miles, whichever occurs first.
    - 2.2.2. New power assemblies warranted for a) two (2) years from date of shipment, or b) 200,000 miles, whichever occurs first.
  - 2.3. NEW & REMANUFACTURED LOCOMOTIVE
    - 2.3.1. If shipping destination is in North America: Warranted for twelve (12) months from date of factory acceptance; OR
    - 2.3.2. If shipping destination is outside North America: Warranted for fifteen (15) months from date of factory acceptance.
  - 2.4. NEW/REMANUFACTURED PART & NEW/REMANUFACTURED ENGINE (including traction motors, generators, and other rotating electrical components)
    - 2.4.1. Warranted for twelve (12) months from date of shipment.
  - 2.5. NEW/REMANUFACTURED ELECTRONIC COMPONENTS (including NFORCE, NLIMIT, NCORDER, and other similar electronics)
    - 2.5.1. New electronic components warranted for twenty-six (26) months from date of shipment.
    - 2.5.2. Remanufactured electronic components warranted for ninety (90) days from date of shipment.
3. **THIS WARRANTY IS MADE SOLELY TO THE ORIGINAL PURCHASER, EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EITHER EXPRESS OR IMPLIED.**
4. If a defect in materials or workmanship is found during the warranty period, NRE will, during normal business hours, at its option a) provide new or remanufactured part(s) needed to correct the defect, b) require the part(s) to be returned to NRE's designated facility, where NRE will repair the part(s), or c) repair or replace the part(s) on Purchaser's premises.
5. LIMITATIONS:
  - 5.1. This Warranty does not cover a) shipping or freight costs to and from NRE's designated facility, b) labor costs to repair or replace the part(s), c) any tax, duty, or customs fees, or d) costs of inspection or testing.
  - 5.2. This Warranty does not cover materials that have been a) subject to misuse, neglect, or accident, b) repaired or modified by any party besides NRE, or c) in NRE's judgment, used or installed improperly.
6. Purchaser, to recover under this Warranty, must do the following during the warranty period:
  - 6.1. Notify NRE in writing within thirty (30) days of discovering the defect.
  - 6.2. Return the defective part(s) (including all components related to the defective part(s)) to NRE's designated facility within a) thirty (30) days of being instructed by NRE to return such part(s) (for materials located in North America), or b) ninety (90) days of being instructed by NRE to return such part(s) (for materials located outside North America). If Purchaser fails to return the defective part(s) within agreed timeframes, Purchaser will be charged the cost of replacement part(s).
  - 6.3. Perform all required maintenance, and use proper fuel, oil, lubricants, coolant, and filters.
  - 6.4. To facilitate failure investigations, provide all electronically stored data regarding the defective part(s), and provide all other information reasonably requested by NRE regarding the defect, operating conditions, and maintenance, including photographs and oil samples.
  - 6.5. Provide NRE the opportunity to inspect the defective part(s) and related components.
7. **NRE SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR REVENUES.**
8. **NRE'S MAXIMUM LIABILITY TO PURCHASER UNDER THIS WARRANTY SHALL BE LIMITED TO THE FOLLOWING, AT NRE'S OPTION: A) THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART(S), OR B) THE COST OF REPAIRING OR REPLACING THE DEFECTIVE PART(S).**
9. This Warranty shall be governed by and construed in accordance with the laws of the State of Illinois, USA, without reference to its conflict of law's provisions. Illinois shall be the forum for all legal proceedings arising from or related to this Warranty. Purchaser hereby waives, to the fullest extent permitted by law, any objection to Illinois as the forum for all legal proceedings arising from or related to this Warranty. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Warranty.