



**WATTMAN MINI EXPRESS
WATTMAN MAXI EXPRESS**

NEW TRAIN LIMITED WARRANTY

Effective: January 1, 2021

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General Warranty Provisions

Wattman Trains & Trams Inc. will provide repairs during the applicable warranty period in accordance with the terms, conditions, and limitations defined in this New Limited Warranty.

Who is the Warrantor?

The warranty is provided worldwide by:

Wattman Trains & Trams Inc.
828 Boul Industriel
Granby, QC J2J 1A4
Canada

Phone: +1 450 378 3333

What Trains are Covered?

This New Train Limited Warranty applies to trains sold worldwide by Wattman World BV | DBA Wattman World, And Wattman USA Inc.

Multiple Warranty Conditions

This New Trains Limited Warranty contains warranty terms and conditions that may vary depending on the part or system covered. A warranty for specific parts or systems is governed by the coverage set forth in that warranty section as well as other provisions in this New Train Limited Warranty.

Limitations and Disclaimers

THIS NEW TRAIN LIMITED WARRANTY IS THE ONLY WARRANTY MADE IN CONNECTION WITH YOUR WATTMAN PRODUCT. All other warranties or conditions are disclaimed to the fullest extent allowed by law in Quebec, Canada, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, durability, or those arising out of a course of dealing or usage of trade.

The performance of necessary repairs and parts replaced by Wattman is the exclusive remedy under this New Train Limited Warranty or any implied warranties. Wattman does not authorize any person or entity to create for it any other obligations or liability in connection with this New Train Limited Warranty. The decision of whether to replace or repair a part or to use a new, reconditioned or remanufactured part will be made by Wattman, in its sole discretion.

Ownership Transfer

This New Train Limited Warranty is NOT transferable to a new owner.

Who Can Enforce this New Train Limited Warranty?

The first purchaser can enforce this New Train Limited Warranty subject to the terms of this New Train Limited Warranty.

When Does the Warranty Period Begin and End?

This New Train Limited Warranty begins on the first day a new train is delivered by Wattman to the purchaser and provides coverage for the period based on the specified warranty as described in the Warranty Coverage section of this New Train Warranty. Parts repaired or replaced under this New Train Limited Warranty are covered only until the applicable warranty of this New Train Limited Warranty ends or as otherwise provided by applicable law.

This New Train Limited Warranty includes the Basic Train Limited Warranty, the Drive Unit Limited Warranty, and the Battery Limited Warranty, each as described below.

The exclusive remedy available to you under this New Train Limited Warranty is the repair or replacement of new or remanufactured parts by Wattman for the covered defects. Subject to the exclusions and limitations described in the New Train Limited Warranty, such repair or parts replacement will be performed without cost to you by Wattman when Wattman is notified of the covered defect within the applicable warranty period. Repairs will be performed using new, reconditioned, or remanufactured parts at the sole discretion of Wattman. All replaced parts or components are the exclusive property of Wattman.

Warranty Coverage

Basic Train Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in the New Train Limited Warranty, the Basic Train Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Wattman under normal use for a period of 2 years or 10,000 miles (16,000 km), whichever comes first.

Drive Unit Limited Warranty

The Wattman Drive Unit is designed with extremely sophisticated powertrain components designed to withstand almost all driving conditions. You can rest easy knowing that Wattman's state-of-the-art Drive Unit is backed by this Drive Unit Limited Warranty, which covers the repair or replacement of any malfunctioning Drive Unit subjected to the limitations of the New Train Limited Warranty.

Your train's Drive Unit is covered under this Drive Unit Warranty for a period of 2 years or 15,000 miles (24,000 km), whichever comes first.

Despite the broad coverage of this warranty, damage resulting from intentional actions (including intentionally abusing or destroying your train or ignoring the service manual), a collision or accident, or the servicing of the Drive Unit by non-Wattman or non-certified personnel, is not covered under this Drive Unit Limited Warranty.

Battery Limited Warranty

Wattman works exclusively with renowned battery suppliers. However, we must limit the warranty, as we cannot supervise the batteries' use and maintenance.

Warranty claims for batteries will be reviewed case by case only during the first 30 days after delivery of a train. We will not process claims after 30 days.

Exclusions and Limitations

Warranty Limitations

This New Train Limited Warranty does not cover any vehicle damage or malfunction directly or indirectly caused by, due to, or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- Failure to take the train to, or make repairs or service recommended by, a Wattman Service Center or Wattman authorized repair company upon discovery of a defect covered by this New Train Limited Warranty;
- Accidents, collisions, or objects striking the train;
- Any repair, alteration, or modification of the train that was made inappropriately, or the use of fluids, parts, or accessories, made by a person or facility not authorized or certified to do so;
- Improper repair or maintenance, including, but not limited to, the use of fluids, parts, or accessories other than those specified in your owner's documentation;
- Normal wear or deterioration, including, but not limited to, seats, floors, body panels and trims, paint, windows, and similar items;
- Any damage to your train hardware or software, resulting from any modifications or unauthorized access to train software from any source, including, but not limited to, non-Wattman parts or accessories, modifications, or third-party applications;
- Incorrect storage of the train, including, but not limited to, non-conditioned storage or not drying off the train;
- Any damage to your train, including, but not limited to, transportation;
- Theft, vandalism, or riot;
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, or deep water;
- Driving on unsuitable roads or surfaces, The Wattman Train is defined as an "off-road vehicle" as it is not designed or certified for use on a vehicular highway. This "off-road vehicle" designation or reference does not imply that the train can be driven over uneven, rough, damaged or hazardous surfaces, including, but not limited to, Grass, Sand, Gravel, Snow and Ice, Curbs, Potholes, unfinished roads, debris, or other obstacles, or for any purpose for which the train is not designed;
- Driving over uneven, rough, damaged or hazardous surfaces, including, but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles, or for any purpose for which the train is not designed;
- Overloading the train;
- Towing the train;
- Cleaning compounds, Cleaning with chemical and biological agents. Any and all damage caused by chemicals or compounds designed to treat or disinfect the train from pathogens including Covid and its variants is excluded;
- The environment or an act of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect droppings, road debris, industry fallout, salt, hail, floods, wind and (thunder)storms, acid rain, fire, water, contamination, lightning, and other environmental conditions.

Additional Limitations and Exclusions

In addition to the above exclusions and limitations, this New Train Limited Warranty does NOT cover:

Any corrosion or paint defects including, but not limited to, the following:

- Corrosion from defects in non-Wattman manufactured or supplied materials or workmanship causing perforation (holes) in body panels or the chassis from the inside out;
- Surface or cosmetic corrosion causing perforation in the body panels or chassis from the outside in, such as scratches;
- Corrosion and paint defects caused by, due to, or resulting from accidents, paint matching, abuse, neglect, improper maintenance or operation of the train, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire or improper storage.
- Corrosion, imperfections, and stains of all brass parts;

Non-genuine Wattman parts or accessories, or any damage directly or indirectly caused by, due to, or resulting from, the installation or use of non-genuine Wattman parts or accessories:

- Parts, accessories, and charging equipment that were not included in the purchase of the train; these items have their own warranties and are subjected to their own terms and conditions, which will be provided to you as applicable;
- Any additional Wattman parts or labor required to repair or service a train, whether under warranty or otherwise, due to any of the exclusions specified in this New Train Limited Warranty, including, but not limited to, hardware or software modifications or non-genuine Wattman parts or accessories;
- Tires, which have NO warranty;
- General appearance or normal noises and vibrations, including, but not limited to, brake squeal, general knocks, creaks, and rattles;
- Maintenance services, including, but not limited to, the following:
 - Appearance care (such as cleaning);
 - Expendable maintenance items, such as brake pads, tires, battery water, etc.;
 - Minor adjustments, including addition of sealant, or replacing and/or re-torquing of nuts and bolts (or the like).

Voided Warranty

You are responsible for the proper operation of the train and for receiving and maintaining detailed and accurate records of your train's maintenance. You may void this New Train Limited Warranty if you don't follow the specific instructions and recommendations regarding the use and operation of the train provided in your owner documentation, including, not limited to:

- Making all repairs;
- Complying with local regulations;
- Carrying passengers within specified load limits.

Although Wattman does not require you to perform all service and repairs at a Wattman Service Center or authorized repair facility, this New Train Limited Warranty may be voided, or coverage may be excluded due to improper maintenance, service or repairs. Wattman Service Centers have special training, expertise, tools, and supplies with respect to your train and, in certain cases, may employ the only persons or be the only facilities authorized or certified to work on certain parts of your train. Wattman strongly recommends that all maintenance, service, and repairs be done at a Wattman Service Center or Wattman authorized repair facility in order to avoid voiding or having coverage excluded under this New Train Limited Warranty.

The following will also void this New Train Limited warranty:

- Trains that have been designated, labeled, or branded as dismantled, fire-damaged, flood-damaged, junk, rebuild, salvage, reconstructed, or irreparable;
- Trains that have been determined to be a total loss by an insurance company.

Damages

Wattman hereby disclaims any and all indirect, incidental, special, and consequential damages arising out of or relating to your train, including, but not limited to, transportation to and from a Wattman Service Center, loss of train value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), transport charges, transport damages, train rental, and incidental charges.

Wattman shall not be liable for any direct damages in an amount that exceeds the fair market value of the train at the time of the claim.

The above limitations and exclusions shall apply whether your claim is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether negligent or otherwise) or otherwise at law or in equity, even if Wattman is advised of the possibility of such damages or such damages are reasonably foreseeable.

Obtaining Warranty Service

To obtain warranty service, you must notify Wattman within the applicable warranty period and deliver the train, at your expense, during regular business hours to a Wattman Service Center.

If it is not possible to deliver the train to a Wattman Service Center, we offer remote assistance.

Warranty service must always be requested in writing, this can easily be done on our website; www.wattmanworld.com/support. **Telephone warranty requests will not be processed.**

When you contact Wattman, please be prepared to provide:

- Train number; this number can be found on the side of the locomotive and starts with W followed by three digits;
- Clear description in English with photos and/or videos of the problem;
- Contact details.

Payment of Tax for Parts

Some jurisdictions, local governments and/or countries may require that taxes have to be paid for at or before the point of delivery. Where applicable law allows, you are responsible for payment of these taxes and customs fees.

Payment of Shipping Parts

When Wattman has to ship parts, the shipping costs will be billed to you, these costs must be paid in advance. Parts shipped within twelve months after entering the New Train Limited Warranty will be sent free of charge.

In certain cases, defective parts must be returned. In these cases, it is possible that a deposit will be charged which will be refunded when the defective part is returned in good condition.

Reasonable Time for Repairs

You must allow Wattman a reasonable time for completion of repairs and/or service. Upon notification by Wattman of the completion of the train repairs and/or service, you are responsible for immediately picking up the train at your own expense.

Modifications and Waivers

No person or entity, including, but not limited to, a Wattman employee or authorized representative, can modify or waive any part of the New Train Limited Warranty. Wattman may occasionally offer to pay a portion for all of the cost of certain repairs that are no longer covered by this New Train Limited Warranty for specific train models. In such circumstances, Wattman will inform all known registered owners of affected trains. Wattman may also occasionally offer to pay a portion or all of the cost of certain train repairs that are no longer covered by this New Train Limited Warranty on an ad hoc case-by-case bases. Wattman reserves the right to do the above and make changes to trains manufactured or sold by Wattman and the applicable warranties, at any time, without incurring any obligation to make the same or similar payment or changes for trains Wattman previously manufactured or sold, or applicable warranties including this New Train Limited Warranty.