

# Limited Warranty - Taiga Motors

Taiga Motors Inc. ("**Taiga**"), gives a LIMITED WARRANTY for the period(s) of time stated herein, subject to certain limitations, on your new Taiga vehicle against defects in material or workmanship provided that it is properly set up, operated, maintained, and stored in accordance with the recommendations set forth by Taiga, including in the Taiga Owner's Manual. Taiga gives the following limited warranties:

- For **consumers**:
  - **If the Taiga vehicle is the Orca personal watercraft:** a THREE (3) YEAR Powertrain limited warranty for recreational use of the vehicle against defects in material or workmanship in the vehicle's Powertrain.
  - **If the Taiga vehicle is a snowmobile:** a THREE (3) YEAR, TEN THOUSAND KILOMETER (10,000 KM) of vehicle travel, whichever comes first, Powertrain limited warranty for recreational use of the vehicle against defects in material or workmanship in the vehicle's Powertrain.
- For **commercial operators**:
  - **If the Taiga vehicle is the Orca personal watercraft:** a TWO (2) YEAR Powertrain limited warranty for COMMERCIAL use of the vehicle against defects in material or workmanship in the vehicle's Powertrain.
  - **If the Taiga vehicle is a snowmobile:** a TWO (2) YEAR, SEVEN THOUSAND FIVE HUNDRED KILOMETER (7,500 KM) of vehicle travel, whichever comes first, Powertrain limited warranty for COMMERCIAL use of the vehicle against defects in material or workmanship in the vehicle's Powertrain.
- In addition, for **all buyers** - a ONE (1) YEAR limited warranty for normal use of the vehicle against defects in material or workmanship on all components of the vehicle.

The Powertrain consists of the vehicle's tractive unit and the high-voltage battery components.

The warranty is transferable to the next buyer of the vehicle prior to expiration of the warranty period, but any such transfer will not extend the original warranty term. The transfer of the warranty shall be registered with Taiga by writing to Taiga at the following email address: [ownershiptransfer@taigamotors.ca](mailto:ownershiptransfer@taigamotors.ca).

Taiga's liability for any defects in material or workmanship under this limited warranty shall be limited to repairing the Taiga vehicle at a Taiga third party service provider expressly approved by Taiga ("**Taiga Service Provider**") or other Taiga designated location or replacing them as Taiga shall elect. Taiga Service Providers are remunerated by Taiga for their work under this warranty. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period, with all parts replaced under warranty becoming the property of Taiga.

The limited warranty periods begin upon delivery of the vehicle to the original buyer.

## WARRANTY COVERAGE AND LIMITATIONS

Taiga vehicles are designed to provide years of reliable use when operated and maintained in accordance with Taiga's instructions and recommendations. However, the potential for vehicle misuse or unapproved modifications or

alterations to the vehicle exists. Therefore, the limited warranty provided shall be as follows:

This limited warranty shall not apply to any vehicle that has been repaired, altered, or modified by anyone other than Taiga or a Taiga Service Provider. The limited warranty shall not apply to any vehicle (i) which has been subject to misuse, abuse, negligence or accident; (ii) any vehicle not operated in accordance with Taiga's instructions; and (iii) modified in a way so as to adversely affect its operation, performance, stability, or durability, or to change its intended use (including by installing parts not approved by Taiga). Any unauthorized alteration, modification, repair, or service work, including but not limited to the installation of parts not approved by Taiga, performed by it on the vehicle shall be at the buyer's sole cost and expense, and may void Taiga's limited warranty. The limited warranty shall also not apply to any vehicle that was used at any point in time for racing or any other competitive activity, whose Identification Number/Serial Number has been altered or removed, or whose warranty void seals have been opened or otherwise disturbed. The buyer hereby indemnifies and holds harmless Taiga and all of its related entities against any liability, costs, and expenses of any nature which they may incur, including attorney's fees, as a result thereof.

Taiga vehicles are connected, meaning that they rely on software and wireless technology to operate properly. Upgrades to the vehicles and their operating system are transmitted across wireless technology. It is the buyer's sole responsibility to periodically verify if new updates are available for its vehicle and proceed to installation. Taiga may upgrade its operating system to improve the vehicles (including with respect to safety) and deploy new functionalities. Failure to connect a vehicle and timely install updates may decrease or hinder the vehicle's performance, may compromise the users' safety and voids this warranty. Features existing prior to updates may not be available after such updates are made and will not be supported beyond a reasonable period of time. The buyer fully assumes all risks related to not accepting updates. The buyer acknowledges that Taiga's performance of warranty services may require adequate Internet connectivity. It is the buyer's sole responsibility to ensure that the vehicle's location enables Taiga to adequately perform its warranty work.

In addition, the limited warranty does not provide coverage for:

- Normal wear (including rust, corrosion or exposure to the elements) or maintenance items, or normal deterioration (for the Orca personal watercraft, these include the sacrificial anode, carbon fiber components, seats and impeller);
- Damages to the cooling system, or if the impeller/jet pump system of the Orca personal watercraft is obstructed;
- Routine maintenance and adjustments;
- Damage due to improper transportation of the vehicle, or winching;
- Damage caused by an accident, collision or contact with foreign materials, or vehicle operation, abuse, or abnormal use in a manner inconsistent with the Taiga Owner's Manual;
- Damage caused by the operation of the snowmobile on surfaces other than snow;
- Damage caused by the operation of the personal watercraft on surfaces other than water, or damages caused by water intake;
- Damage caused by submersion, theft, vandalism, fire, or any act of God;
- Damage caused by removal of parts, improper service, repair and/or maintenance, use of fluids, modification or use of parts or accessories not manufactured or approved by Taiga, and which were not approved by Taiga or performed by a Taiga Service Provider;
- Damages related to gel coat finish including but not limited to cosmetic gel coat finish, blisters or fiberglass

delamination caused by blisters, crazing, spider or hairline cracks;

- Damage caused by using the vehicle as a stationary power source;
- Damage caused by overloading the vehicle or towing beyond the rated capacity;
- Damage caused to the vehicle's hardware or software, or any loss or harm to any personal information/data uploaded to the vehicle, by any modification or unauthorized access to the vehicle's data or software from any non-Taiga source, including but not limited to non-Taiga parts, accessories, modifications, services or repairs, third-party applications, software bugs, viruses, or malware, or any other form of interference or cyber-attack on the vehicle and its systems;
- Incidental or consequential damages including, but not limited to, towing, transport or delivery and pickup costs of the vehicle, vehicle storage costs, loss of product use, loss of profits, inconvenience, loss of vacation or personal time, or other costs associated with travel, accommodations, and meals; and
- Damage, malfunctions, or performance problems caused by the installation or use of any electrical equipment such as chargers not sold or approved by Taiga (for example, non-certified chargers).

Finally, the limited warranty will not provide coverage for vehicles located outside of the country in which the vehicle was first delivered to its original buyer.

## **EXCLUSIONS OF LIABILITY**

NOT VALID FOR QUEBEC CONSUMERS (AS DEFINED BY THE CONSUMER PROTECTION ACT, CQLR c P-40.1) - Except as otherwise expressly stated herein, Taiga makes no other warranty or representation of any kind, expressed or implied. **The implied warranty of merchantability and fitness for a particular purpose are EXPRESSLY excluded from this limited warranty.** To the extent they cannot be disclaimed, the implied warranties are limited in duration to the life of the express warranty. **This limited warranty also excludes incidental, consequential, special, exemplary, PUNITIVE and aggravated damages Including for economic loss arising from claims of product failure, negligence, defective design, manufacturing defect, and failure to warn and/or instruct.** This exclusion is independent from and shall survive any finding that the exclusive remedy failed of its essential purpose. The remedies set forth in this warranty are the only remedies available to YOU under this warranty. Some States/Provinces do not allow for the disclaimers, limitations, and exclusions identified above and, as a result, they may not apply you.

Not valid for Quebec consumers (as defined by the Consumer Protection Act, CQLR c P-40.1) - Upon purchase of the vehicle, buyer assumes all liability, including for any economic loss, personal injury and/or property damage, resulting from the handling, possession or use of the vehicle.

No agent, employee or representative of Taiga, nor any Taiga Service Provider, is authorized to bind Taiga to any affirmation, representation or warranty regarding the vehicle except as specifically contained in this limited warranty.

Warranty service is only available in Canada and the United States of America (excluding Hawaii, Alaska and Puerto Rico) in the state/province of delivery. Taiga is under no obligation to offer service support (whether remote or otherwise) for vehicles located outside of these locations. Warranty service is available only at designated Taiga Service Provider locations or as may be approved by Taiga on a case-by-case basis (including on-location service). Transport and shipping fees for warranty service to a Taiga Service Provider or otherwise are your responsibility. Should Taiga, at its sole discretion, accept to perform services under the warranty (or cause a third-party to do so) at any other location than those set out above, this is at buyer's sole cost and expense (on a time and material basis).

Any such services are performed on a case-by-case basis and do not constitute a binding obligation upon Taiga to do so thereafter.

### **OBTAINING WARRANTY COVERAGE**

If your vehicle requires warranty service, you must immediately cease use and operation of the vehicle. The vehicle should then be taken to a Taiga Service Provider who will communicate with Taiga. Once the warranty service is approved by Taiga, the Taiga Service Provider will conduct the warranty service pursuant to the limited warranty. Taiga may elect to evaluate the condition of the vehicle before warranty coverage is determined, and it further reserves the right to inspect replaced parts at its factory before a final warranty determination is made. Spare parts and warranty services are contingent on the buyer's location and on Taiga's supply policies and capabilities. Taiga expressly disclaims that all spare parts and repair services will be made available upon request. Additional delays and conditions may apply.

Either as part of performing its obligations under the warranty or otherwise, Taiga will be entitled to replace the Vehicles and supply Buyer with a new equivalent or superior vehicle (at Taiga's sole discretion), in which case the applicable warranty coverage for the replacement units shall begin anew with the then-applicable limited warranty that applies to each replacement vehicle.

### **CUSTOMER SERVICE**

For questions or if you require additional assistance, please contact Taiga by the means identified on the following page: <https://taigamotors.com/contact> or in writing at the following address: Taiga Motors (Warranty Claims), 480 Lafleur Avenue, Montréal, Québec, H8R 3H9.