
SCHEDULE 34**VEHICLE AND FIXED EQUIPMENT WARRANTIES****1. WARRANTY ON VEHICLES FROM ALSTOM POWER & TRANSPORT CANADA INC.**

- 1.1 Warranty on the Vehicles from Alstom Power and Transportation Canada Inc. (“**Alstom**”), subject to standard claims procedures and exclusions, as have been agreed between Alstom and the Construction Contractor:
- (a) General defects warranty commencing on acceptance of each Vehicle and continuing until two years after Revenue Service Availability;
 - (b) Epidemic defects warranty commencing on Revenue Service Availability and continuing until four years after Revenue Service Availability;
 - (c) Latent defects warranty for defects in existence at acceptance of each Vehicle but not discoverable during the general defects warranty period until 15 years following Revenue Service Availability.

2. WARRANTY ON CBTC SYSTEM FROM THALES CANADA INC.

- 2.1 Warranty on the CBTC System from Thales Canada Inc. (“**Thales**”), subject to standard claims procedures and exclusions, as have been agreed between Thales and the Construction Contractor:
- (a) General defects warranty on equipment, software and other defects commencing on acceptance of each Vehicle and continuing until two years after Revenue Service Availability;
 - (b) Latent defects warranty for defects in existence at acceptance of each Vehicle but not discoverable during the general defects warranty period until 15 years following Revenue Service Availability.