



## Tremec ElectricGT Battery Electric Vehicle (BEV) System & Service Limited Warranty

A new system covered under this Battery Electric Vehicle (“BEV”) System Limited Warranty (the “Warranty”) is any New BEV System purchased on or after August 1, 2023 from Tremec ElectricGT, LLC (“TEGT”) or any other authorized representatives thereof, and the accessories or parts provided therewith, so long as such accessories or parts are included on the sales order at the time the BEV System and accessories are shipped (together, the “Warranted Items”). Warranty coverage includes replacement parts and labor for component shipment, removal, repair or replacement, and installation. In performing its obligations under this Warranty, TEGT may, at its sole discretion, use, or may cause its authorized representatives to use, either new or remanufactured parts. Any components, parts or accessories replaced under this Warranty shall be returned to TEGT at TEGT’s sole discretion, and thereafter shall become the property of TEGT.

### THIS WARRANTY IS SUBJECT TO THE FOLLOWING TERMS, LIMITATIONS AND EXCLUSIONS:

1. The warranty period for the Warranted Items is twenty-four (24) months from the date of shipment from TEGT or 5,000 miles, whichever occurs first.
2. Support time for each system shall be limited to a maximum of eight (8) hours, provided by a dedicated ElectricGT technician or authorized representative, for remote troubleshooting and assistance with system setup and activation. Any support services rendered beyond this allocated time shall be billed to the customer on a time-and-materials basis, at TEGT prevailing rates.
3. TEGT’s sole obligation under this Warranty is to repair or replace (at TEGT’s option) the Warranted Items that cause a failure due to material defects or workmanship under normal operation.
4. With respect to Warranted Items located outside the contiguous United States, this Warranty only covers replacement parts. Labor for component shipment, removal, repair or replacement, and installation is expressly excluded.
5. The customer shall be responsible for all transportation and packaging costs related to the shipment of components, parts, systems, and auxiliary devices for warranty claim purposes within the contiguous United States.
6. TEGT reserves the right to perform remote diagnostics to troubleshoot and resolve issues regarding Warranted Items; computer diagnostic access is required before any physical, in person service can be authorized, unless TEGT or an authorized representative waives this requirement. A windows-based PC with internet access is required to perform remote diagnostic services and is to be provided by the customer with no obligation from TEGT.
7. If TEGT is unable to remotely troubleshoot and resolve the issue related to the Warranted Items:
  - a. TEGT will accept the vehicle and/or BEV System at its facility for further diagnosis and resolution at its sole discretion. Labor and parts for necessary repairs will be covered; however, the customer is responsible for transportation of the vehicle and/or BEV System to and from TEGT’s facility. Vehicles left on-site beyond ten (10) working days after completion of the warranty service will be subject to storage fees of \$20/day.
  - b. An off-site technician service call may be requested; the customer shall be solely responsible for all costs associated with the technician’s transportation and facilities, as determined at TEGT’s sole discretion, for the duration of the service period.

8. TEGT's obligations under this Warranty are subject to TEGT or an authorized representative thereof receiving reasonable access to the Warranted Items as well as any requested information regarding the installation and wiring of the Warranted Items that may be needed to evaluate the claim and perform the warranty work.
9. Failures caused by the following are expressly excluded from coverage under this Warranty:
  - a. Damage arising from storage, shipping, vandalism, accidents, misuse, negligence, recklessness, failure to maintain the Warranted Items in accordance with TEGT's recommendations, misapplication or other damage to the Warranted Items.
  - a. Warranted Items that have been damaged by or subjected to abrasion, corrosion, chemicals, gases or other foreign objects present in the physical environment or other conditions in which the Warranted Items operate.
  - b. Damage caused by acts of God, war, floods, earthquakes, wind, lightning, freezing, fire or liquid.
  - c. Damage caused by the continuous operation of the Warranted Items outside the pressure and temperature specifications provided by TEGT.
10. The following items shall void this Warranty:
  - a. Opening and/or modifying TEGT's BEV System or components thereof without TEGT's written authorization.
  - b. Inadequate maintenance of the Warranted Items.
  - c. Repair or alteration of the Warranted Items by anyone other than TEGT, or a party authorized by TEGT.
  - d. Failure to follow installation instructions, including but not limited to, improperly designed or improperly implemented interconnect points or connections, including but not limited to stress caused by poor mounting or fabrication.
  - e. Failure to pay an invoice(s) submitted by TEGT or an authorized representative for services that go beyond coverage of this Warranty.
11. Specifically, this Warranty expressly excludes:
  - a. Scheduled maintenance parts and/or labor.
  - b. Any damages or expenses not expressly covered by this Warranty.
  - c. Failures resulting from components provided by others in the installation of the Warranted Items.
12. All disputes arising out of this Warranty shall be settled by arbitration in Oakland County, Michigan by a panel of three arbitrators applying Michigan law under the commercial arbitration rules of the American Arbitration Association. The award of the arbitrators shall be final and binding and the parties' consent to the exclusive jurisdiction of any federal or state court in Oakland County for enforcing any decision of the arbitration panel.
13. This Warranty applies solely to the original purchase of the Warranted Items. This Warranty is valid only when the Warranted Items are purchased directly from TEGT or from an authorized TEGT distributor. TEGT disclaims any obligations or liabilities under this Warranty to any party other than the current owner of originally purchased Warranted Items.
14. All services, components, parts, systems, and auxiliary devices provided by TEGT, whether under warranty or on a time-and-materials contract basis, shall include an extended warranty period of ninety (90) days, commencing upon the completion of the service and/or shipment.

**TO THE EXTENT ALLOWED BY LAW, THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORILY IMPOSED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY. IN NO EVENT WILL TEGT BE HELD LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR INJURIES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST GOOD WILL, LOST BUSINESS, COST OF COVER OR OTHER INDIRECT ECONOMIC DAMAGES, COMMERCIAL LOSSES, OR DAMAGE TO STRUCTURES OR EQUIPMENT TO WHICH THE WARRANTED ITEMS ARE CONNECTED OR CONTAINED WITHIN. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR PROMISES ON BEHALF OF TEGT OR MODIFY THE TERMS AND LIMITATIONS OF THIS WARRANTY.**