



## ENDERA ELECTRIC VEHICLE LIMITED WARRANTY

This limited product warranty for Endera electric vehicles (hereinafter referred to as “**Limited Warranty**”) is issued by Endera Motors, LLC, headquartered at 804 N. Pratt St, Ottawa OH 45875, as warrantor, for itself and its legal successors or assigns (hereinafter collectively referred to as “**Endera**”) and applies exclusively to Endera electric vehicles (as defined in Section 1) sold and used in the United States.

### 1. Vehicles and Components

Endera electric vehicles (“**Vehicles**”) are defined in this Limited Warranty as the following product type(s):

- Endera B Series (Ford E450 cutaway 14,500lb GVWR)

“**Components**” are defined in this Limited Warranty as any product, part, or component, including but not limited to the chassis and air conditioning system that are part of the Vehicle and manufactured or supplied by a party other than Endera.

### 2. Warranty Period and Beneficiary

The terms of this Limited Warranty take effect on the date the Vehicle is delivered to Customer (“**In-Service Date**”), hereinafter referred to as the “**Warranty Start Date**”, and shall remain in effect for the duration of the following periods, as applicable (each such period, a “**Limited Warranty**”):

2.1 Chassis: For the earlier of three (3) years from delivery and 36,000 miles from the Warranty Start Date, the chassis is warranted by the chassis manufacturer to be free from defects in materials and manufacturing.

2.2 Drive Unit and Propulsion System (electric motor, inverter, transmission): For the earlier of three (3) years and 50,000 miles from the Warranty Start Date, Endera warrants that the electric motor, inverter, and transmission will be free from defects in materials or manufacturing (the “**Drive Unit Warranty**”).

2.3 Battery Pack(s): For the earlier of three (3) years and 50,000 miles from the Warranty Start Date, Endera warrants that the Vehicle battery pack will retain not less than 70% of its original capacity (the “**Battery Pack Warranty**”).

2.4 Emission-related Warranty requirements: The Vehicle covered by this Limited Warranty is designed, built, and equipped so that it will conform at the time of sale to the initial purchaser (“**Customer**”) with § 1037.120 of the Code of Federal Regulations to the extent it applies to fully electric vehicles (“**Emission Regulations**”). The covered components of the emissions control system (“**ECS**”) on this Vehicle are the tires, the tire pressure monitoring systems, vehicle speed limiter, and the heating cooling and ventilation system, which are subject to the following warranty coverage:

(i) For the earlier of five (5) years or 100,000 miles from the Warranty Start Date, Endera warrants that the Vehicle will be free from defects in materials and workmanship in the emissions-related components (excluding tires) that could cause the Vehicle to fail to conform to the requirements of the Emissions Regulations (“**Emissions-related Warranty**”). The Emissions-related Warranty covers the ultimate purchaser and any subsequent purchaser where the warranty has not yet expired;

(ii) For the earlier of 2 years or 24,000 miles from the Warranty Start Date, Endera warrants that the tires fitted to the Vehicle at the time sold to the Customer will be free from defects in materials and workmanship (“**Tire Warranty**”).

2.5 Corrosion: For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body structure will be free of rust-through resulting from corrosion (“**Corrosion Warranty**”).



2.6 Main Body Structure: For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body structure of the Vehicle (including structural metal components welded or mechanically fastened together forming the floor, side walls, roof, front or end caps) will be free from defects in structural integrity (“**Main Body Structure Warranty**”). For the avoidance of doubt, fiber reinforced plastic attached to the body structure is not covered under the Main Body Structure Warranty.

2.7 For all Components, the original manufacturer’s warranty and warranty process applies.

### **2.8 Ultimate Purchaser**

The sole and exclusive beneficiary of this Limited Warranty is the initial end Customer who purchases the Vehicle directly or indirectly from Endera or from any one of its authorized manufacturers, dealers or distributors, and is the initial owner of such Vehicle, or any of such Customer's permitted successors or assigns under Section 7.

### **3. Exclusions**

This Limited Warranty shall not apply to the following:

3.1 Damage, degradation, or malfunction (“**Damage**”) due to the Vehicle having been opened, tampered with or modified in any way by unauthorized personnel.

3.2 Damage from Vehicle abuse, misuse (such as driving over curbs, overloading, racing, use as a stationary power source, driving through water deep enough to cause water to enter the cabin, using the Vehicle on a grade in excess of 17%), neglect, accidents, collisions or objects striking the Vehicle;

3.2 Irregular wear or tire Damage due to: (i) Road hazards such as punctures, cuts, snags, scuffs, carcass bruises or impact breaks. Fire, wreck or collision. Improper inflation, overloading, high speed spinning, improper mounting or demounting, running flat, racing, vandalism, willful damage or abuse. Misalignment, wheel imbalance, defective brakes or shock absorber, use of tire chains. Any tire which has failed as a result of adding materials (e.g. tire fillers, sealant, or balancing substances). Mechanical failure or design of vehicle. (ii) Tires fitted to anything other than the original vehicles. (iii) Tire worn beyond treadwear indicator (2/32nds of an inch of tread remaining). (iv) Tire presented by other than the actual owner-user. (v) Tire branded “NA” (meaning no adjustment) or “blem” (meaning blemished). (vi) Loss of time inconvenience, loss of use of the vehicle or consequential damage. (vii) Ride disturbance caused by damaged wheels or after free-replacement conditions. (viii) Tire with weather cracking which was purchased more than four years prior to presentation for adjustment;

3.3 Damage to body structure, components, or finish, including paint, caused by chemicals, corrosive environments, or abrasion;

3.4 Damage caused by force majeure such as natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events;

3.5 Damage caused by installation of additional or replacement products, parts, fluids, components or attachments, or repairs, modifications or alterations, that are not approved or specified by Endera;

3.6 Surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements, such as dents and scratches, or due to exposure to harsh chemical washes or degreasers or chemicals, hard road salts or calcium chloride, damage or corrosion caused by environmental causes such as flooding, airborne fallout, acts of nature or other atmospheric conditions;



3.7 Parts and labor needed to maintain the Vehicle and the replacement of parts due to normal wear and tear, such as filters, belts, tires, brakes or other parts which are part of normal maintenance replacement; and normal maintenance of parts such as wiper blades, brake pads/liners, wheel alignment, filters and fluids;

3.8 Direct or indirect damage caused by theft, vandalism or acts beyond the control of Endera, including but not limited to accidents, riots, war, insurrection, and civil disturbance;

3.9 Damage caused by the accident or negligence of Customer or any person other than Endera;

3.10 Damage caused by Customer's failure to service and/or otherwise maintain and operate the Vehicle in accordance with the Endera product technical specifications or operating and service manual;

3.11 Damage after completion of shipping;

3.12 Vehicles that have had the odometer disconnected, altered, or inoperative with the result that actual mileage cannot be determined, vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged, or vehicles that have been determined to be a total loss by an insurance company;

3.13 Gradual degradation to Battery Pack capacity. The Battery Pack will experience capacity loss with time and use which is normal wear and tear for batteries of this type and is NOT covered under this Limited Warranty, other than to the extent described in the Battery Pack Warranty at 2.3 above;

3.14 Damage or degradation caused by the use of power or charging methods that are not compliant with Endera's instructions or operating or service manuals.

3.15 Operation of the Vehicle in temperatures below 20 degrees Celsius or above 45 degrees Celsius.

#### **4. Warranty Claims**

##### **4.1 Warranty Claim Procedure**

Customer shall, immediately (but in any event no later than the earlier of thirty (30) calendar days after it became aware, or should reasonably have become aware, of non-conformity with the Limited Warranty, notify an Authorized Service Center or Endera's warranty department of an issue with the Vehicle. Endera shall have the right to reject warranty claims submitted outside of this period

##### **4.2 Documentation**

A warranty claim is subject to rejection if Customer provides insufficient documentary evidence to demonstrate that the root cause of the fault or defect in the Powertrain Components is a breach of this Limited Warranty. At Endera's request, damaged or replaced components will be returned to Endera at Customer's cost within ten (10) days of removal from Vehicle.

Customer must provide the following information ("**Required Information**") when making a claim under this Limited Warranty:

- Make, model and year of vehicle
- ZEP serial number and VIN number
- Current mileage
- Date of failure
- In-service Date

Upon receiving the Required Information, Endera will review the claim and issue an authorization number if it believes the claim is potentially covered. No repairs or repair reimbursements will be funded without a valid Endera authorization number. Warranty claims should be commenced through an Authorized Service Center, or by email to [warranty@enderacorp.com](mailto:warranty@enderacorp.com) for direct purchases.



## **5. Remedy for Warranty Claim**

### **5.1 Remedy under the Limited Warranty**

Should Endera confirm the Vehicle is not in conformity with the Limited Warranty, it shall, at its sole discretion, within a reasonable time, notify the Customer that it will either: a) repair the Vehicle at no charge, or; b) reimburse Customer the reasonably and properly incurred costs (including diagnostic charges) of having the repairs performed by a third-party workshop authorized by Endera (“**Authorized Service Center**”), provided that reimbursement will not exceed Endera’s MSRP for the warranted parts and labor charges based on its recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. Endera may take possession of the Vehicle, conduct such repair at the location where it is held by Customer or request Customer to deliver the Vehicle to Endera or an Authorized Service Center. If Customer delivers the Vehicle to Endera or an Authorized Service Center, the cost of such delivery and return delivery shall be at Customer’s expense. All warranty work performed by a third party is subject to Endera’s prior approval, and examination upon completion. Vehicles that are repaired or replaced under this Limited Warranty shall be warranted for the remainder of the original warranty.

### **5.2 Exclusive Remedy**

The remedy under the Limited Warranty as set forth above is the sole and exclusive responsibility and obligation of Endera to Customer under this Limited Warranty. Performance of Endera’s warranty obligation under this Limited Warranty shall not extend the Limited Warranty period. The original warranty periods shall still apply to the repaired Vehicle. If the production of a component necessary to repair the Vehicle has been discontinued, withdrawn from the market, or is otherwise unavailable, Endera shall have the right to replace the component with a similar or superior type, the performance of which will not be lesser than of the original type.

## **6. Limitation of Liability**

**6.1 Notwithstanding anything to the contrary herein, the warranties set forth in this Limited Warranty are in lieu of all other warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement. However, if Customer is identified as a “consumer” and the Vehicle or its component as a “consumer product” under U.S. law, to the extent permitted by applicable law, any implied warranties of merchantability, fitness for a particular purpose or non-infringement are limited to the Limited Warranty set forth above, or such shorter period set forth in applicable law. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights that vary by state, province or jurisdiction, and such other rights shall remain unaffected.**

Unless otherwise provided by applicable mandatory law, Endera shall not be liable for any of the following losses: a) personal injury or property damage; b) any other loss or injury whatsoever arising out of or in connection with the Powertrain (including but not limited to any defects in the Powertrain arising from the use or installation thereof); and c) any incidental, consequential or special damages resulting from any cause, including but not limited to loss of value to the Powertrain Component or Vehicle, lost profits or earnings, out-of-pocket expenses for substitute transportation or lodging, expenses associated with returning the Powertrain Component to an authorized service facility or dealer, towing and/or roadside assistance expenses, expenses associated with returning the Powertrain Component to its owner, mechanic’s travel time or communication charges, loss or damage to personal property, loss or time, or inconvenience.

**6.3 Customer acknowledges that the foregoing limitations on liability are an essential element of the relevant sale contract between the parties and that in the absence of such limitations the purchase price of the relevant Vehicle would be substantially higher.**

6.4 Endera has used bolding and underlining to draw Customer's attention to clauses which exclude or limit its liability under this Limited Warranty and has explained the relevant clauses as required by Customer. There is no disagreement between the parties over the understanding of any clause of this Limited Warranty.



## **7. Assignment of Warranty**

Upon written notice to Endera, Customer may assign this Limited Warranty to an affiliate of Customer or a new owner of the Vehicle, provided that: (i) there is no outstanding payment due under the sale contract and (ii) the assignee agrees to be bound by these Limited Warranty terms. If requested by Endera, Customer shall provide reasonable evidence of such succession or transfer of ownership. This Limited Warranty may not otherwise be assigned or transferred, and any attempt to assign or transfer in violation of this Section 7 shall be null and void.

## **8. Miscellaneous**

### **8.1 Severability**

If any portion or provision of this Limited Warranty is held to be invalid, illegal or unenforceable under applicable law, or the application of such portion or provision to certain persons or in certain circumstances is held to be invalid, illegal or unenforceable, then the portion or provision shall be deemed to be changed and interpreted to accomplish the objectives of such portion or provision to the greatest extent possible under applicable law and the remaining portions or provisions of this Limited Warranty or the applicability of this Limited Warranty will remain unaffected, independent, and valid.

### **8.2 Force Majeure**

Endera shall not be responsible or liable in any way to Customer for any non-performance or delay in Endera's performance of its obligations under this Limited Warranty due to occurrences of any force majeure event, which is an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of Endera. Such events or circumstances may include, but are not limited to: actions or inactions of any governmental authority or any civil, tribal, or military authority, acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including arson and vandalism), epidemics, pandemics, natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events, strikes, lockouts or other labor disputes, unavailability of suitable or sufficient labor, material, or capacity or technical or yield failures and any other unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by Endera at the time of the sale of the Vehicle or the notification by Customer of the relevant warranty claim. Notwithstanding that the COVID-19 pandemic initiated prior to delivery of the Vehicle, its effect on global supply chains, manufacturing and the economy are ongoing. In light of this, the COVID-19 pandemic and its effects may cause delays and constitute a force majeure event.

### **8.3 Governing Law and Dispute Resolution**

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the terms of sale between the original purchaser and Endera.