

# EXTENDED WARRANTY (BATTERY PACK)

## VOLTA POWER SYSTEMS EXTENDED WARRANTY COVERAGE (ENERGY PACK) FOR WINNEBAGO PRODUCTS

Volta Power Systems, LLC (VPS) provides limited warranty coverage on VPS products that are components of Winnebago products sold for use by customers in the United States, Puerto Rico, and Canada, as described in the baseline VPS Limited Warranty for Winnebago Products, of which this Extended Warranty becomes a part upon payment by Winnebago of the Extended Warranty Fee. This extended warranty gives you specific legal rights; you also may have other rights, which vary from state to state.

This extended warranty is provided to Winnebago and any subsequent owner of a VPS product that is a component of a Winnebago product, if Winnebago elects to purchase this extended warranty, and pays to VPS the then-applicable charge invoiced to Winnebago by VPS (the "Extended Warranty Fee"). The terms of this written extended warranty cannot be changed or modified, except by a written agreement signed by an officer of VPS.

### COVERED PRODUCTS AND LIMITATIONS:

VPS's extended warranty coverage applies only to a VPS product's failure to perform in accordance with the VPS specifications for that product, to the extent attributable to defects in materials and workmanship of the internal contents of the Li-ion battery module component of the VPS product.

The coverage period for this extended warranty is (a) eight (8) years from the date of first sale by Winnebago to an end user of the Winnebago product of which the VPS product is a component, or (b) 1,000 cycles (104,400 Ahrs/module), whichever comes first. The coverage provided under this extended warranty is in substitution for, and not an addition to, the original limited baseline warranty that comes with the VPS product. Date of sale shall be determined by reference to the applicable invoice.

If VPS is not able to replicate the failure caused by the alleged defect during its examination of the product, the warranty claim will not be valid and will be denied. In addition, VPS retains the right to determine in its reasonable judgment that a claimed defect is not covered by this warranty based on the express terms hereof and the condition of the product when evaluated by VPS.

Certain items are excluded from warranty coverage by VPS, and this **extended warranty coverage does not apply to:** 

- Installation of the product other than in accordance with the installation instructions and specifications approved by VPS for the particular application.
- 2. Installation of components and accessories other than VPS approved components and accessories.
- 3. Any repairs, adjustments, alterations or modifications made by anyone other than an employee of VPS or otherwise approved in writing by VPS.

4. Any product that is not in the last state of installation performed by VPS or approved by VPS in writing.

5. Any product sold for use outside of the United States, Puerto Rico or Canada.

6. Damage or deterioration resulting from misuse, improper installation or operation outside of the applicable VPS-specifications set forth in the Owner's Manual, including without limitation, system

operation and recharging instructions and system operating limit instructions. Misuse includes, without limitation, charging failure, opening of the energy pack, unauthorized alteration, negligence, abuse, accident.

7. Outer housing corrosion or scratches to coatings due to regular use.

#### REMEDIES AND DISCLAIMERS UNDER THIS LIMITED WARRANTY

Subject to the pro ration limitations herein, if there is a breach of this warranty, VPS will repair or replace the defective product or component, or provide a refund based on the original purchase price paid to VPS for the product, and the choice of remedy shall be in VPS's sole discretion. VPS's liability hereunder shall be limited to the "warranty value" of the product on the date a valid warranty claim is made. For purposes hereof, the "warranty value" of a product means the original purchase price paid to VPS for the product multiplied by the percentage of the total coverage period remaining for that product. For example, if the claim is made with 6 years remaining on the 8 year warranty period, the warranty value will be 75% of the original purchase price, unless there is less than 75% of the 1,000 cycles remaining, in which case the warranty value would be that percentage of the original purchase price. This "repair or replacement" remedy is the **exclusive remedy** under this warranty. VPS has **no responsibility or liability for any consequential or incidental damages**, such as lost opportunity, lost profits, loss of use, storage charges, interest or finance charges, insurance or depreciation, transportation charges, or charges for towing, etc. which are specifically **excluded and disclaimed** from this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

UNDER THE LAWS OF CERTAIN STATES, THERE MAY BE IMPLIED WARRANTIES FROM VPS APPLICABLE TO THE PRODUCT, AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE DISCLAIMED WHERE ALLOWED BY LAW. IF DISCLAIMER IS NOT ALLOWED BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE APPLICABLE PROVISIONS OF THIS WRITTEN WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### **RESPONSIBILITY OF PURCHASER**

1. The owner of the product must notify VPS of any claimed defect within fifteen (15) days after first detecting the claimed defect, but not later than the last day of the warranty coverage period. The owner must obtain a Return Materials Authorization from VPS before returning the product to VPS for repair or replacement.

2. The product must be returned to VPS within the warranty period, at the owner's expense. VPS will bear the expense of returning and transporting the product to the owner after repair or replacement, unless VPS determines that this warranty was not breached, in which case VPS will notify the owner to arrange for delivery of the product to the owner at the owner's sole expense, and if the product is not retrieved by the owner within fifteen (15) days after such notice, the product will be deemed abandoned and may be disposed of our used by VPS in its sole discretion, without any further liability to the owner.

VPS reserves the right to improve its products through changes in design or materials without notice or other obligation to the owners of VPS products. VPS may be contacted as follows: Volta Power Systems, LLC, 11293 James Street, Holland, Michigan 49424 (616-226-4222).



EXTENDED WARRANTY (BATTERY PACK)