

VOLTA POWER SYSTEMS LIMITED WARRANTY COVERAGE

Volta Power Systems, LLC (VPS) provides limited warranty coverage on VPS products sold for use by customers in the United States, Puerto Rico, and Canada, as described in this Limited Warranty. This warranty gives you specific legal rights; you also may have other rights, which vary from state to state.

This warranty is provided to the original purchaser of the vehicle in which the VPS product was first installed. This warranty is transferable to a subsequent owner of the vehicle in which the VPS product was first installed, if the VPS product remains installed in that vehicle, the subsequent owners pays a fee of \$1,495, and VPS confirms that the VPS product is in good working order at the time of such warranty transfer. Arrangements for such a transfer must be made directly with VPS by calling VPS at 616-226-4222 and asking for warranty transfer. Following the inspection and confirmation that the above conditions of transfer are satisfied, the transfer will be effective upon receipt of written confirmation from VPS that the transfer is approved and effective. The terms of this written warranty cannot be changed or modified, except by a written agreement signed by an officer of VPS.



This warranty is not valid unless the original purchaser of the first vehicle in which the VPS product is installed registers its purchase with VPS within 30 days following the date of purchase. Registration shall be made by calling Volta at 616-226-4222 and asking for product registration. An email confirmation of your registration will be sent following registration, which will be the proof of registration.

COVERED PRODUCTS AND LIMITATIONS:

VPS's limited 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 one of the following:

- 1. Defects in materials and workmanship in the VPS product, including all VPS components and accessories (except for the Li-ion battery modules as described below) ("Baseline Warranty"); and
- 2. Defects in materials and workmanship of the internal contents of the Li-ion battery module component of the VPS product (the "Energy Pack Warranty").

The coverage period for the Baseline Warranty is the first to occur of (a) one (1) year from the date of sale by VPS to the original purchaser, or (b) the vehicle in which the VPS product is first installed travels 15,000 miles.

The coverage period for the Energy Pack Warranty is the first to occur of (a) five (5) years from the date of sale by VPS to the original purchaser, or (b) the vehicle in which the VPS product is first installed travels 50,000 miles

Date of purchase shall be determined by reference to the applicable invoice from VPS to the original purchaser, which must be submitted with the warranty registration described above in order for this warranty to be valid.

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 limited warranty coverage does not apply to:

- 1. 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 used or sold for use outside of the United States, Puerto Rico or Canada.
- 5. 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.
- 6. Outer housing corrosion or scratches to coatings due to regular use.

REMEDIES AND DISCLAIMERS UNDER THIS LIMITED WARRANTY

If there is a breach of this warranty, VPS will repair or replace the defective product or component, or provide a full refund of the original purchase price paid to VPS for the product, and the choice of remedy shall be in VPS's sole discretion. VPS shall not be responsible for labor costs incurred in connection with this remedy beyond \$350 per claim; any exceptions made to labor coverage for a claim must be approved by Volta Power Systems prior to exceeding the standard labor claim limit. This "repair or replacement" remedy is the exclusive remedy under this warranty. VPS has no responsibility or liability for any consequential or incidental damages, or for 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 or a VPS designated agent 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. All VPS notifications of global updates, enhancements, or remediation needs of VPS products must be acted upon by the product owner within sixty (60) days of notification to maintain the Limited Warranty. VPS may be contacted as follows:

Volta Power Systems, LLC, 12550 Superior Ct., Holland, Michigan 49424 (616-226-4222).