



CATL Limited Warranty for CATL Lithium-Ion Battery Products

1. **Scope of Limited Warranty Coverage.** This limited warranty (“Limited Warranty”) applies to standard LFP lithium-ion battery packs and systems meeting the below specified criteria and sold by Contemporary Amperex Technology Co., Limited (“CATL”) to Coulomb Solutions, Inc., a California corporation (“CSI”) after January 1, 2020, then sold by CSI to customers and is extended to the original end-user purchaser or any subsequent title holder of the Product in the original approved application (warranty is not transferable to any other application) upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, “Customer”).
2. **Limited Product Workmanship Warranty.** During the Warranty Term (see Section 3 below), and under an approved duty cycle, system energy configuration, power consumption, operation area, proper installation, use and service conditions, CATL warrants the Product to be free from defects in design, materials and workmanship and that the Product will meet its warranted capacity (see Capacity Test Section 2.1). If the Product fails to conform to this warranty, as determined by CATL or its authorized distributor, CATL will provide Customer with one of the remedies described in Section 4.
 - 2.1. **Capacity Test.** CATL warrants that the capacity of the Product shall not fade to less than 80% of its nameplate capacity. The capacity fade shall be measured based on the ISO 12405-2:2012 (Electrically propelled road vehicles — Test specification for lithium-ion traction battery packs and systems — Part 2: High-energy applications).
3. **Warranty Term.** The Limited Warranty shall commence from the Warranty Commencement Date for the respective Product, and expires (A) five (5) years thereafter or (B) 400,000km, whichever is earlier or, if the extended Limited Warranty applies in the Purchase Order, expires (A) seven (7) years thereafter or (B) 500,000km, whichever is earlier. Applications where the battery use-case outside the approved conditions, the Warranty Term need to be agreed separately. The Warranty Commencement Date is the earlier of (i) the date the vehicle (with battery installed) is delivered to the original end-user; (ii) 30 days after the date of installation of the battery into a vehicle; or (iii) 4.5 months after the original date the Product is shipped from the factory. To obtain more information on your Warranty Term, please refer to Section 9.
4. **Limited Warranty Remedy.** If the Product does not conform to the warranties provided herein, CATL liability will be limited to the full repair or replacement of the Product.
5. **Limited Warranty Conditions.** When a Limited Warranty Remedy is employed, the following conditions will apply:
 - a. The warranty remedy will apply only to claims received before the expiration of the Warranty Term.
 - b. The original Warranty Term remains in effect and will not be extended, nor will a new Warranty Term begin, upon repair or replacement
 - c. For a capacity fade warranty claim, the Customer must submit a signed approval on the vehicle duty cycle per Section 8, and operation area, proper installation, use and service conditions.
 - d. The warranty is applicable only on the Product and does not apply to any other system component or parts.
 - e. A Product that is replaced by CATL shall become the property of CATL.
6. **Limited Warranty Exclusions.** The limited warranties and remedies provided by CATL are void and do not apply under the following:
 - a. Any warranty claim submitted after expiration of the Warranty Term.
 - b. Any Product not sold by CATL or an authorized distributor.
 - c. Any Product serviced or repaired by anyone other than a CATL authorized service center.
 - d. Improper installation of the Product per Battery System Installation Manual.
 - e. Abuse, tampering, neglect, or unauthorized modifications to the Product.
 - f. Failing to maintain the Product per the User Manual.



- g. Failing to operate the Product within the performance guidelines (voltage, current/temperature) broadcast by the BMS.
- h. Operating the Battery System outside the voltage/current/temperature table provided in the User Manual.
- i. Improper use or application of the Product.
- j. A Product that has experienced physical damage due to impact, accident, vehicle crash, dropping, or signs of other abuse.
- k. A Product installed in a vehicle operating in off-road or other high shock environment.
- l. Damage to the Product caused by other components of the vehicle.
- m. Damage caused by acts of God, war or other similar unforeseen events beyond CATL's control.

7. **Approved Duty Cycle**

An approved duty cycle, signed by both Parties will be obtained through the following process:

- a. Customer shall submit a 24hr duty cycle to CSI which is representative and encompasses its user base.
- b. CSI shall coordinate a duty cycle simulation and evaluation by CATL
- c. If the simulation is acceptable to CATL, CSI and Customer will sign a document stating the cycle is approved.
- d. If the simulation is not acceptable, the Parties will discuss a resolution in good faith.

8. **Customer Responsibilities.**

Customer is responsible for properly using, maintaining and caring for the Product in the manner set forth in the User Manual. Customer should perform all repairs and maintenance at CATL authorized service center and keep all related records. If during the Warranty Term Customer becomes aware of any defect covered by this Limited Warranty, Customer shall promptly give written notice of the defect to CATL's North American Service center, CSI. Customer must obtain approval and an RMA number before shipping any Products back according to CSI's Return Material Authorization (RMA) process. Customer shall make the Product available for inspection by an authorized service center. Customer shall return the product to the authorized service center according to the RMA instructions. Returned products will not be accepted by CATL or its authorized service center without an RMA number.

9. **Obtaining Warranty Performance.** Customers seeking additional information on the Warranty Term or who believe they have a claim under this Limited Warranty must notify CSI, CATL's authorized service center in North America by calling +1 925 292-8874 between the hours of 8:00 am to 4:00 pm PST M-F. A representative of the authorized service center will provide assistance to help resolve issues. To obtain information on the Warranty Term or to make a claim under this Limited Warranty the Customer must provide the Product Serial Number and Vehicle Identification Number (VIN #).

10. **Limitation of Warranty.** THE WARRANTY ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY. CATL MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTIES AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL CATL BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED UPON LOST GOODWILL, LOST PROFITS OR REVENUES, LOSS OF USE OF MONEY, WORK STOPPAGE, IMPAIRMENT OF OTHER ASSETS, OR OTHERWISE.

11. **Severability.** If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other terms, provisions, clauses or applications shall remain, and such other terms, provisions, clauses or applications of the Limited Warranty shall be treated as severable.