



Lightning eMotors

Standard Limited Warranty

Lightning Electric Class 3-8 Powertrain and Lightning Mobile

Includes warranty for workmanship provided in the scope of customization and/or engineering development work

Subject to the exclusions and limitations set forth in this Standard Limited Warranty, Lightning eMotors and its wholly owned subsidiary, Lightning Systems, Inc. (together, "Lightning") warrants that the Lightning eMotors Lightning Electric Vehicle Electrification System (the "System"), Hybrid Fuel Cell, and Lightning Mobile product will be substantially free from material defects in materials or workmanship. This warranty can be registered at www.lightningemotors.com/register. Registration is not required for coverage but will help Lightning track important information related to your System and warranty.

What is Covered: This warranty covers the following "Powertrain" components: control system and control software, lithium-ion high-voltage battery packs, (collectively referred to as the "Battery"); electric drive module assembly (includes electric motor and gearbox); transmission range sensor; charge cord; and associated brackets and supports. This warranty also covers workmanship provided in the scope of any customization and/or development efforts. For warranty claims associated with non-Lightning components of a complete vehicle sold by Lightning, subject to the disclaimer herein, Lightning will be responsible for processing these claims through standard OEM dealerships to the extent covered by the applicable OEM dealership.

Who is Covered: This warranty is extended to the original purchaser ("Customer") of the System and may not be assigned to any other party.

How Long Coverage Lasts: The vehicle warranty lasts for the first sixty (60) months or 60,000 miles, whichever comes first, after delivery to customer. In the case of the Lightning Mobile product, the warranty shall last for 60 months or 3,000 charging cycles. Products (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty. Any warranty coverage provided on a pass-through basis by Lightning will be subject to the terms and conditions with the applicable OEM dealer.

What Lightning Will Do: Lightning and/or its authorized service provider ("Distributor"), at Lightning's sole discretion, shall repair or replace (at Lightning's option and expense) any component found by Lightning to be defective due to flaws in materials or workmanship.

How to Make a Claim: For warranty service, please contact Lightning at +1 (970) 744-4926 or support@lightningemotors.com, or Lightning's authorized service provider.

Warranty Conditions:

In order to have a valid claim under this Limited Warranty:

1. All maintenance recommended in the Owner's Manual must be completed by a Lightning certified service center (fleets and/or dealers may become Lightning certified service centers – please contact Lightning

Headquarters

815 14th Street SW, Suite A100
Loveland, CO 80537
USA
Telephone: 1-800-223-0740

www.lightningemotors.com



for details) within the mileage and timeframe specified. Maintenance items may include coolant fluid changes, motor lubrication, and transmission fluid changes.

2. An examination by Lightning or its service center must determine that the alleged defect actually exists and occurred in the course of proper and normal use of the System.

Warranty Does Not Cover:

1. Systems that have been opened, tampered with or modified in any way by unauthorized personnel.
2. Routine maintenance as described in the Owner's Manual.
3. Damage caused by misuse, accident, alteration, lack of maintenance or use of incorrect coolants or lubricants.
4. Damage caused by over-pressurization, alteration, or lack of maintenance of the Fuel Cell system (if equipped)
5. Damage or corrosion caused by exposure to unapproved third-party products, the environment, or chemical treatments.
6. Wear items including, but not limited to, hoses, connectors, and cables.
7. Battery replacement due to damage resulting from intentional abuse (including intentionally ignoring active vehicle warnings), a collision or accident, or the servicing or opening of the Battery by unauthorized personnel.
8. Battery replacement due to exposing the vehicle to ambient temperatures above 140°F (60°C) or below -22°F (-30°C) for more than 24 hours at a time.
9. Battery replacement due to physical damage of the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend (other than as specified in your owner documentation) or reduce the life of the Battery.
10. Battery replacement due to exposing the Battery to direct flame.
11. Battery replacement due to water damage of the Battery.
12. Battery replacement due to improper vehicle storage. Refer to the Owner's Manual for the proper ways Battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.
13. Gradual capacity loss in the lithium-ion battery. The lithium-ion battery will experience gradual capacity loss with time and use (similar to all lithium-ion batteries). This is considered normal wear and tear, and is NOT covered under this warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the lithium-ion battery.

DISCLAIMER

OTHER THAN THE LIMITED WARRANTY CONTAINED HEREIN, ALL PRODUCTS ARE PROVIDED BY LIGHTNING "AS IS". LIGHTNING MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRODUCTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER WHATSOEVER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES OF MERCHANTABILITY, DESIGN, CONDITION, DURABILITY, PERFORMANCE, QUALITY, CAPACITY OR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS ARE HEREBY EXPRESSLY EXCLUDED. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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LIMITATION OF LIABILITY

THE TOTAL LIABILITY OF LIGHTNING FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, OR USE OF ANY ITEM OF THE PRODUCTS SHALL NOT EXCEED THE PRICE ALLOCABLE TO SUCH ITEM OF THE PRODUCTS THAT GIVES RISE TO THE CLAIM. IN NO EVENT SHALL LIGHTNING OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OR FAILURE OF SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH ROADSIDE ASSISTANCE, LABOR, OVERHEAD, TRANSPORTATION, INSTALLATION, OR REMOVAL OF PRODUCTS OR SUBSTITUTE FACILITIES OR SUPPLY SOURCES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Lightning eMotors

815 14th Street SW, Suite A100

Loveland, CO 80537

USA

info@lightningemotors.com

January 20, 2022

Headquarters

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