



PROTERRA POWERED BATTERY PACK LIMITED WARRANTY

BATTERY PACK LIMITED WARRANTY

Subject to the terms, conditions and limitations set forth in this Proterra Powered Battery Pack Limited Warranty (the “Warranty”), including, without limitation, the Approved Use Conditions, Proterra, Inc. (“Proterra”) warrants to the original purchaser or lessee (individually or collectively, the “Customer”) that its high voltage battery pack (the “Battery Pack”) will be free from defects in materials and workmanship.

This Warranty covers the parts, labor (if applicable and in accordance with the terms of this Warranty and/or any purchase or lease agreement), and freight costs incurred during the Warranty Period.

The Battery Pack may not be serviced by the Customer, or any third-party maintenance provider, without having completed the proper factory training and have successfully been certified by Proterra to service the Battery Pack. Any servicing of the Battery Pack by the Customer, or any third-party maintenance provider, without having become Proterra-Certified will void the Warranty. Proterra, or a Proterra-Certified technician, will perform all necessary repairs to the Battery Pack.

BATTERY PACK LIMITED WARRANTY TERMS

As it pertains to this section, the following terms are defined:

“Gross Discharge Throughput” means the total energy discharged through the Battery Pack during its life, including energy from external chargers and energy recuperated from regenerative braking. The Gross Discharge Throughput will be tracked by the BMS at the Battery Pack level and reported through the onboard vehicle telemetry system.

“Nameplate Energy” means the amount of energy stated in the specifications, bid proposal, and/or contract, divided by the number of Battery Packs (e.g., 2 Battery Packs at 220 kWh would have 110 kWh nameplate energy per Battery Pack).

“Available Energy” means the amount of energy available between 0% state of charge (“SOC”) and 100% SOC, as indicated on the dashboard.

Warranty claims will be evaluated using the available energy based on the Onboard Diagnostics (OBD) as defined in the Proterra Maintenance and Repair Manual. Available energy will be tested independently and verified in a controlled environment by Proterra.

The Warranty period shall commence on the date of acceptance of the vehicle in which the Battery Pack is installed or as otherwise agreed to in the applicable purchase or lease agreement.

<p><u>Battery Pack Material and Workmanship Warranty:</u></p> <p>8 Years / Unlimited Mileage</p>	<p>Coverage to include all materials, components and workmanship of the Battery Pack to be free of defects.</p>
<p><u>Available Energy Warranty:</u></p> <p>8 years / or 175,000 miles / or 200,000 kWh of gross discharge throughput per pack</p>	<p><u>For Battery Packs with Nameplate Energy of 110 kWh, the Available Energy will be 97 kWh in new condition. Proterra warrants 78 kWh Available Energy (80% of the initial available energy of 97 kWh) per Battery Pack as follows: 8 years OR 200,000 kWh of Gross Discharge Throughput per Battery Pack, whichever comes first.</u></p>



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COMPONENTS INCLUDED IN BATTERY PACK LIMITED WARRANTY

This Warranty includes the following Battery Pack components:

- Battery Modules
- Battery Management System (BMS)
- Battery Cooling System
- Battery Pack Enclosure
- Electrical, Mechanical, and Thermal Interfaces
- Manual Service Disconnect (MSD)

WARRANTY LIMITATIONS

This Battery Pack Limited Warranty does not cover any defects, malfunctions, failures, or losses of available energy of the Battery Pack due to any of the following events directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- Battery Packs that have been serviced by a non-Proterra-Certified technician
- Alteration or modification of any part of the Product with any third-party item
- Failure to adhere to the Approved Use Conditions.
- Any attempt, either by physical means, programming, or other methods, to extend or reduce the life of the Battery Pack.
- Any damage to the vehicle's hardware or software resulting from unauthorized access to the vehicle data or software from any source, including non-Proterra parts or accessories, third-party applications, viruses, bugs, malware, or any other form of interference or cyber-attack.
- Accidents, collisions, or objects striking the vehicle.
- Exposing the Battery Pack to direct flame.
- Intrusion of water into Battery Pack due to submersion in large volumes of water (e.g., lakes, rivers, flooding, etc.)
- Acts of nature, including, without limitation, fire, explosion, earthquake, windstorm, lightning, hail, flood or deep water.
- Neglect or failure to perform the preventative maintenance as outlined in the "High Voltage System – Under Vehicle" section of the Proterra Maintenance and Repair Manual.
- Operation outside of the customary use of the vehicle as described in the applicable purchase or lease agreement.
- Unauthorized maintenance and repair by Customer or any third-party maintenance provider.
- Theft or vandalism.



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WARRANTY REPAIRS

All warranty claims will be administered and processed in Proterra's sole and absolute discretion. Warrantable defects may be addressed using software updates and/or replacing parts and assemblies with identical or equivalent substitutes, including factory reconditioned components with available energy equal to or greater than the original Battery Pack. If a Battery Pack is replaced due to the available energy, Proterra will supply a replacement with enough Available Energy to meet the coverage specified in the original Warranty. In its sole discretion, Proterra reserves the right to upgrade parts or assemblies with the latest models of equal or greater performance.

In order to submit a warranty claim, the Customer must provide the failed component(s) and submit a warranty claim form. Proterra will inspect the failed component(s) and supporting documentation to determine whether the warranty claim is valid.

Proterra shall own without restriction any Battery Pack or system components that are removed or replaced under this Warranty and/or that have reached the end of their service life. Proterra shall retain any Battery Pack or system components after the removal or replacement thereof, and the Customer will work with Proterra to coordinate the return of the Battery Packs upon the end of their service life.

LIMITATIONS AND DISCLAIMERS

THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE BATTERY PACK. EXCEPT EXPRESSLY AS SET FORTH HEREIN, PROTERRA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR PERFORMANCE OF THE BATTERY PACK, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

APPROVED USE CONDITIONS

THIS WARRANTY IS SUBJECT TO CUSTOMER'S COMPLIANCE IN ALL RESPECTS WITH THE FOLLOWING APPROVED USE CONDITIONS, OR ANY CONDITION IN THE PURCHASE OR LEASE AGREEMENT RELATED TO USE CONDITIONS, DURING THE ENTIRE WARRANTY PERIOD. ANY NON-COMPLIANCE WITH THE APPROVED USE CONDITIONS WILL VOID THIS WARRANTY.



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<p>SOC Range During Storage</p>	<p>When not installed in a vehicle, Batteries shall be stored between 5% and 30% SOC as indicated on the dashboard.</p>
<p>SOC Excursions “Below Empty”</p>	<p>The Battery Pack retains a small amount of energy below 0% SOC as indicated on the dashboard. This energy is not intended to be accessed during normal usage – only in emergencies. Excursions below 0% SOC as indicated on the dashboard shall not exceed 30 occurrences in Years 0-8 of the Available Energy Warranty Period.</p>
<p>Unpowered Storage – Temperature Excursions</p>	<p>Proterra recommends storing the Battery Pack in a climate-controlled facility. The Battery Pack shall not be stored unpowered at ambient temperatures above +30°C for more than 10% of Years 0-8 of the Available Energy Warranty Period. In addition, the Battery Pack shall not be stored unpowered at ambient temperatures above +40°C for more than 5% of Years 0-8 of the Available Energy Warranty Period.</p>
<p>Long Term Storage – SOC</p>	<p>If the vehicle is stored and not operated for periods greater than or equal to 1 month, the Battery Pack’s SOC must be between 5% and 50% SOC as indicated on the dashboard.</p>
<p>Ambient Temperature</p>	<p>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.</p>