

## Orange EV

### Standard Warranty Terms and Conditions For 100 kWh/180 kWh e-TRIEVER Terminal Tractors

Orange EV provides warranty on items listed on the Truck Warranty Table and the Charger Warranty Table (collectively, "Warranty Table"). The following terms and conditions and Warranty Table is the sole and exclusive warranty that Orange EV provides for its trucks (100 kWh and 180 kWh e-TRIEVER battery packs) and chargers. In addition to the warranties provided on the Warranty Table, Orange EV warrants to Customer (but not to any subsequent owner or any other third party) as follows:

(a) At the time of shipment, Orange EV will have full legal and beneficial title, free and clear of all security interests, liens, claims, charges or encumbrances, and full power and lawful authority to sell its products to customer.

(b) At the time of delivery and for the periods detailed in the Warranty Table set forth in Warranty Table, (i) products will be free from material defects in design, material or workmanship, and (ii) products will conform to and perform in accordance with the specifications in all material respects, provided that the product is:

- (i) operated reasonably and in normal conditions and for its intended purposes in accordance with Orange EV's operator manual.
- (ii) maintained in accordance with Orange EV's maintenance manual provided with the truck; and
- (iii) without any alterations or modifications to the product(s) not authorized by Orange EV; with
- (iv) normal wear and tear excepted.

(c) EACH PARTY SHALL INDEMNIFY THE OTHER AGAINST ANY AND ALL THIRD-PARTY CLAIMS (INCLUDING ATTORNEY'S FEES AND OTHER RELATED COSTS) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE INDEMNIFYING PARTY'S INTENTIONAL OR NEGLIGENT ACTS, OMISSIONS OR BREACH OF THESE TERMS AND CONDITIONS. ORANGE SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS ALLEGING THAT THE SOFTWARE OR TECHNOLOGY EMPLOYED BY ORANGE INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY. THE PARTY'S HEREBY EXPRESSLY WAIVES ANY IMMUNITIES OR LIMITATIONS AFFORDED TO THE OTHER PARTY PURSUANT TO ANY WORKERS' COMPENSATION OR INDUSTRIAL INSURANCE ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, TO THE EXTENT ANY OF THE SAME WOULD LIMIT OR OTHERWISE ADVERSELY IMPACT THE INDEMNIFIED PARTY'S INDEMNIFICATION RIGHTS HEREUNDER

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORANGE EV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCTS TO COMPANY OR ANY THIRD PARTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR PRODUCT. HOWEVER, NOT INCLUDING DAMAGES ASSESSED PURSUANT TO AN INDEMNIFICATION OBLIGATION IN NO EVENT WILL ORANGE EV BE LIABLE FOR DIRECT DAMAGES OF CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ORANGE EV UNDER THIS AGREEMENT

(e) Customer's sole remedies for Orange EV's breach of any warranty will be limited to the warranty services herein.

(f) Except as otherwise set forth in the Warranty Table, Orange EV prefers to perform warranty services at the customer site. Upon determination, by Orange EV in its reasonable discretion, that warranty services are needed, customer will promptly notify Orange EV to identify the specific product requiring warranty services and the nature of the warranty services required or the nature of the problem for which warranty services are required. Orange EV will promptly thereafter use commercially reasonable efforts to resolve the warranty claim to the reasonable satisfaction of customer. Responsibility for performing the warranty services and the associated cost for labor and any required replacement parts is summarized in Warranty Table. Unless defined otherwise herein, where services are performed by customer at Orange EV's cost, the cost of the service to be charged to Orange EV will be the lesser of a reasonable and documented market rate for such services or customer's internal labor cost estimate for such services. Orange EV will retain qualified individuals to perform customer warranty services. Customer's failure to comply with the requirement that Orange EV perform the warranty services for any product, unless otherwise agreed in writing by both Orange EV and customer, will result in invalidating any remaining Orange EV warranty obligations for that product. **If traction battery boxes or the Equipment control box are opened without Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with customer. However, if the event can be reasonably proven by customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty.**

(g) The foregoing limitations of warranties and damages will apply regardless of the form of action or theory on which any claim is made, including contract, tort or otherwise, even if Orange EV has been advised of the possibility of such damages. Customer acknowledges that the foregoing limitations of warranties and damages are fair and reasonable under the circumstances.

(h) In the event Orange EV determines work should be performed offsite, the parties will work together to find a suitable offsite location to do the work with transportation and any incremental charges at customer's cost.

(i) In the event customer transfers Equipment to a location different to which it was originally shipped, Orange EV will maintain the same level of service expectation as defined in this warranty unless the Equipment is moved to a location outside an area currently served by Orange EV. In such event, the warranty remains in effect, but Customer will assume responsibility for reasonable travel expenses incurred by Orange EV.

(j) Orange EV will be responsible on behalf of customer for making any warranty claims under manufacturer warranties identified herein.

(k) Customer will notify Orange EV within sixty (60) days of identification of a warranty issue and in no case will Orange EV be responsible for claims made more than sixty (60) days after the end of the applicable warranty period.

(l) Remanufactured Equipment: The parts of a remanufactured Equipment not provided by Orange EV, e.g. cylinders, fifth wheel, frame etc. ("Reman Parts") are not subject to Orange EV warranty provisions as detailed in this Agreement, as Reman Parts are used parts and subject to a decreased lifespan due previous usage. However, Orange EV will inspect Reman Parts to ensure that they are in working order upon leaving Orange EV's factory. Orange EV will certify Reman Parts for 30 days from date of delivery. Any Reman Part(s) that fails during this 30-day period Orange EV will repair or replace, free of charge; however, Orange EV, upon request, will quote replacement prices for any Reman Parts that need replaced after the 30 days has elapsed.

(m) Customer will provide reasonable and timely assistance to and cooperation with Orange EV's warranty services, including but not limited to:

- (i) providing accurate and timely information about any warranty issues for which Orange EV's warranty services are required; and
- (ii) making the product available to Orange EV when and as required to perform customer warranty services including timely access to the customer site where the product is located.

## Truck Warranty Table

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:	Labor Cost Paid By:	Replacement Parts Paid By:
Traction Motor (parts)	Orange EV	220,000 kWh <sup>1</sup> or 396,000 kWh <sup>1</sup>	90 months	N/A	N/A	Orange EV
Traction Motor (labor)	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	N/A
Equipment Control Box and internal components	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Traction Battery Boxes and internal components (excl. batteries)	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Electrical cabling and Wire Harnesses	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Hydraulic pump and motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Pneumatic pump and motor	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Display	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Frame	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Traction Batteries <sup>4</sup>	Manufacturer	220,000 kWh <sup>1</sup> or 396,000 kWh <sup>1</sup>	90 months <sup>2</sup>	Orange EV	Manufacturer	Manufacturer
Air Conditioning	Manufacturer	unlimited	3 years <sup>3</sup>	Orange EV	Manufacturer	Manufacturer
Auto Lube System	Manufacturer	unlimited	3 years <sup>3</sup>	Orange EV	Manufacturer	Manufacturer
Front Axle	Manufacturer	unlimited	18 mos.	Orange EV	Manufacturer	Manufacturer
Rear Axle	Manufacturer	Fuwa - Unlimited	18 mos. - Fuwa	Orange EV	Manufacturer	Manufacturer
Tires (excluding normal wear and tear)	Manufacturer	unlimited	2 years	Orange EV	Manufacturer	Manufacturer
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A	N/A	N/A
All other Items <sup>4</sup>	3,000 hrs. or 1 year as follows:					
	First 1,500 hours or before 1 year			Orange EV	Orange EV	Orange EV
	Second 1,500 hours or after 1 year			Customer or Orange EV	Customer	Orange EV
The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first						
1- 220,000 kWh on the standard duty (100 kWh) battery pack and 396,000 kWh on the extended duty (180 kWh) battery pack, which represent battery consumption as measured and recorded through the telematics system						
2- Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly						
3- Year three is parts only						
4- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 100kWh or 180kWh nominal capacity. This warranty will be void if the SOC charge ever drops to zero or near zero. Review the Operators Manual prior to operating the Equipment, including the proper operating/charging procedures. When temperatures are at or below 32F and the truck is not in use, keep the truck plugged into its charger. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure, or attempts to have the battery serviced by someone other than OEV, or uses non-OEV approved charging equipment.						