

Warranty Terms and Conditions — Lithium Vehicles

ROGUE/XL/FX, Predator and Legacy/XL/FX series

APEX Electric Vehicles., LLC ("Company") offers a Limited Warranty for new Model Year vehicles that are equipped with a lithium battery pack and/or a battery charger purchased from the Company, its affiliates, authorized dealers or distributors, or leased from an approved leasing company. The Limited Warranty guarantees that the vehicle and its related components are free from defects in material or workmanship under normal use and service.

The Warranty Period, during which the Original Retail Purchaser or Lessee ("Purchaser") is eligible for warranty coverage, is as follows:

The warranty coverage includes parts and labor for defects reported to the Company within the specified Warranty Period for each specific vehicle part or component. In essence, the Limited Warranty assures the Purchaser that the lithium battery pack and/or battery charger for the vehicle purchased from the Company or its authorized partners will be free from any material or workmanship defects under normal use and service.

ROGUE/XL/FX, Predator and Legacy/XL/FX series	Warranty Period
LITHIUM POWERED VEHICLES	
FRAME - WORKMANSHIP	LIFETIME
LITHIUM BATTERY PACK - Individual cells SEE CHART BELOW THIS BOX	5 years/AMP HRS
LITHIUM BMS — Battery Management System Only	5 years
Chargers and receptacles	5 years
ALL OTHER PARTS AND COMPONENTS FOR ALL MODELS	3 years
INITIAL ADJUSTMENTS - Initial alignment, adjustments, fastener retightening	90 days

Lithium Battery Pack Individual Cells	CAPACITY	85AH	105AH	145AH
	Years	Amp Hours	Amp Hours	Amp Hours
	5	40,000	60,000	80,000

The warranty coverage for all parts and components of the Vehicle, excluding Lithium Batteries, starts either on the date of delivery to the Purchaser's location or on the date the Vehicle is placed in storage as requested by the Purchaser. However, the warranty coverage for Lithium Batteries begins on the earliest of the following dates:

The warranty coverage for Lithium Batteries begins on the earliest of the following dates:

- (a) the day the Vehicle is delivered to the Purchaser's location,
- (b) the day the Vehicle is placed in storage as requested by the Purchaser, or
- (c) sixty (60) days from the date of the Vehicle's sale or lease by the Company to an authorized Company dealer or distributor.

Any parts that have been repaired or replaced under this Limited Warranty will be covered for the remaining duration of the original Warranty Period. It is important to note that this Limited Warranty is only applicable to the original Purchaser and only extends to any subsequent purchasers or lessees if the subsequent purchaser or lessees sends written documentation show proof of sale and ownership within thirty (30) days of transaction. If written notification to the Company is not within the allotted time frame or the subsequent purchaser or lessees do not notify the company the warrant will end on the date of transfer or sale. Notification will be required to be mailed or email at the Company's Customer Care/Warranty Department. The Limited Warranty has certain exclusions, and the following items are specifically excluded from warranty coverage:

- The Limited Warranty does not cover routine maintenance items, normal wear and tear, cosmetic deterioration, or damage to electrical components caused by fluctuations in electric current. It also excludes damage or deterioration resulting from neglect, abuse, accidents, collisions, or inadequate maintenance.
- Any damage or deterioration caused by the installation or use of parts or accessories not approved by the Company is not covered by the warranty. Additionally, warranty repairs must be performed by a Company branch or an authorized and qualified Dealer. If repairs are performed by someone other than these authorized entities, it will void the Limited Warranty.
- The Limited Warranty does not cover damage or loss resulting from acts of nature, vandalism, theft, war, or other uncontrollable events. Any expenses incurred in transporting the Vehicle to and from the Company or an authorized Dealer for warranty service, as well as expenses related to inbound freight, importation, or customs, are not covered by the warranty.
- In summary, the warranty excludes routine maintenance items, damage due to neglect or unauthorized modifications, repairs performed by unauthorized individuals, damages caused by uncontrollable events, and expenses associated with transportation or importation.

Noises that develop due to normal wear and tear and proper vehicle operation after three (3) months from date of purchase. The Customer's Responsibility under this Warranty shall be to Operate and maintain the vehicle as specified in the appropriate Owner's/Operator's Manual. Give notice to an Authorized APEX EV Dealer of all apparent defects within ten (10) days of discovery, and make the vehicle available at that time for inspection and repairs at the Dealer's place of business or service location. *ANY ISSUES WITH TIRES SHOULD BE REPORTED WITHIN THIRTY (30) DAYS FROM THE DATE OF PURCHASE. Transport the vehicle to and from an Authorized APEX EV Dealer for warranty service unless other transportation arrangements have been provided by the Authorized APEX EV Dealer. Cover all expenses related to diagnosis and/or labor. All warranty claims must be submitted directly to APEX EV by an Authorized Dealer. Please contact the dealer you purchased the vehicle from to submit a claim. Please note that any and all expenses incurred in transporting the vehicle to and from APEX EV or an Authorized Dealer for warranty service are not covered by this Warranty and shall be the responsibility of the Authorized Dealer and/or End User.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER: • The Limited Warranty does not apply if the Vehicle shows signs of neglecting routine maintenance as specified in the Owner's Manual, such as improper tire inflation or failure to charge the Vehicle-

- The warranty is void if non-recommended lubricants are applied to the Vehicle or any of its parts.
- Modifications to the Vehicle that go against Company specifications, including adjusting the speed governor, altering the speed braking system, electrical system, passenger capacity, seating, or any other modifications, will nullify the warranty.
- If the Vehicle is used or operated in applications, environments, or performance conditions not approved by the Company, the warranty will not be valid.
- The warranty does not cover the use of tires that have not been expressly approved by the Company for use with the Vehicle.
- Insufficient or unapproved battery chargers, the use of extension cords with battery chargers, or the installation of electrical accessories or energy-consuming devices not manufactured or sold by the Company for use with the Vehicle will void the warranty.
- Tampering with the battery pack, disassembling it, attempting to intentionally reduce the battery pack life, or using a battery pack that is not paired with the Company's supplied battery management system will nullify the warranty.
- In summary, the warranty is not applicable if the Vehicle exhibits signs of neglecting maintenance, uses non-recommended lubricants, has been modified against Company specifications, is used in unapproved applications or environments, uses unapproved tires or accessories, or shows signs of tampering with the battery pack or intentional battery life reduction.

FOR FURTHER INFORMATION, PLEASE CALL CUSTOMER CARE @ (305) 725-6596

MODEL YEAR 2023/2024

Storage and Operation limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22 °F (-30°C) AND -4°F (-20°C) STORAGE ONLY - NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140 °F (60°C)	NOT ALLOWED

- **USE OF NON-APPROVED PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: The Purchaser's only recourse under this Limited Warranty, if there is a defect in material or workmanship in the Vehicle, its parts or components, or battery charger within the applicable Warranty Period, is that the Company will, at its sole discretion, either repair or replace the defective parts. Company may choose to provide factory reconditioned parts or new components from alternate suppliers for these warranty repairs or replacements. Any parts that are replaced during the warranty process will become the property of the Company. As long as the Company has made reasonable efforts to repair or replace the defective parts, this exclusive remedy will be considered effective and will not be deemed to have failed in its intended purpose.

DISCLAIMER: This Limited Warranty provided for the Vehicles and Battery Charger is the sole and exclusive warranty, replacing all other warranties, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. Any other warranties are explicitly disclaimed.

LIABILITY LIMITATIONS: The Company shall not be liable for indirect, incidental, special, punitive, or consequential damages, including but not limited to death, personal injury, or property damage arising from any alleged failure in a Vehicle or Battery Charger. The Company is also not liable for any damage or loss to the Purchaser or any third party, including lost time, inconvenience, or economic loss, regardless of whether the Company was aware of the possibility of such damages or losses. Any legal claim or action alleging breach of warranty must be filed within three (3) months from the date the warranty claim arises. This Limited Warranty provides specific legal rights, and the Purchaser may have other rights that vary from State to State. Some States may not allow the exclusion of incidental damages or limitations on the duration of an implied warranty, so the above exclusions and limitations may not apply.

WARNING: Any modification or change to the Vehicle or Battery Charger that alters weight distribution or stability, increases vehicle speed, or exceeds factory specifications of the Battery Charger's output can result in property damage, personal injury, or death. It is strictly advised not to make any such modifications or changes as they will void this Limited Warranty. The Company disclaims responsibility for any modifications, changes, or alterations that negatively impact the safe operation of the Vehicle or Battery Charger.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS, AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as determined by the Company's Customer Care/Warranty Department, before approving a warranty claim. Contact the Company or an authorized dealer or distributor to obtain the required tests, which can only be performed by Company personnel or authorized individuals.
- If parts or accessories are installed directly to the Vehicle's battery pack without the Company's written approval, the warranty for the battery pack and the battery management system will be void.
- All non-factory installed accessories require the installation and use of a Company-approved DC to DC converter that utilizes energy from all batteries.
- Storage facilities for Electric Vehicles must provide the following:
 - Sufficient electrical power to charge all Vehicles and allow for automatic charger shut-off.
 - Each battery charger must have an independent dedicated 10-amp circuit.

- Each battery charger must be connected to its circuit with at least a NEMA 15-5R three-pin receptacle.
- A functional charger for each Vehicle with a proper electrical supply as specified above.
- BATTERY CHARGERS MUST BE THE COMPANY-APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- The Company reserves the right to enhance, modify, or alter the design of any Company vehicle, part, or battery charger without being obligated to modify previously manufactured vehicles, parts, or battery chargers.
- If any warranty claim data submitted by the Purchaser contains false or misleading information, this Limited Warranty will become void.

No individual, including Company employees, dealers, distributors, representatives, or any other person, has the authority to alter the terms and conditions of this Limited Warranty without obtaining written approval from the Director of the Company's Customer Care/Warranty Department.

FOR FURTHER INFORMATION, PLEASE EMAIL Customercare@EVbyApex.com