WARRANTY PROVISIONS
GENERAL WARRANTY PROVISIONS

BYD Motors, Inc. (“BYD”) will provide repairs to its bus(es) and coach(es) during the applicable warranty period in accordance with the terms, conditions, and limitations defined in this document (“Warranty Provisions”).

WHO IS THE WARRANTOR?

For Vehicles Registered in the U.S. and Canada:

BYD Coach & Bus LLC
46147 BYD Blvd.
Lancaster, California 93534
Attention: Aftersales Department

WHAT VEHICLES ARE COVERED?

This Warranty Provisions applies to all BYD Electric Bus(es) and Coach(es) Models sold by BYD Motors Inc.; BYD Canada Company Limited; and BYD Coach & Bus LLC for the U.S. and Canada Markets (Table of Models provided below). For the purposes of this Warranty Provisions, the BYD North America Warranty Region is defined as all 50 states of the United States of America, the District of Columbia, and all 13 provinces and territories of Canada.

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<thead>
<tr>
<th>Model</th>
<th>Vehicle Length</th>
<th>Model Description</th>
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<tbody>
<tr>
<td>K7M</td>
<td>30-Foot</td>
<td>197 kWh Low-Floor Transit Bus</td>
</tr>
<tr>
<td>K9S</td>
<td>35-Foot</td>
<td>270 kWh Low-Floor Transit Bus</td>
</tr>
<tr>
<td>K9M</td>
<td>40-Foot</td>
<td>360 kWh Low-Floor Transit Bus</td>
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<tr>
<td>K11M</td>
<td>60-Foot</td>
<td>591 kWh Low-Floor Articulated Transit Bus</td>
</tr>
<tr>
<td>C6M</td>
<td>23-Foot</td>
<td>135 kWh High-Floor Commuter Shuttle Coach</td>
</tr>
<tr>
<td>C10M</td>
<td>45-Foot</td>
<td>394 kWh Over-the-Road Commuter Coach</td>
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</table>

MULTIPLE WARRANTY CONDITIONS

This Warranty Provisions contains warranty terms and conditions that may vary depending on the part or system covered. A warranty for specific parts or systems is governed by the coverage set forth in that warranty section, as well as in other provision within this Warranty Provisions.

LIMITATIONS AND DISCLAIMERS

This Warranty PROVISIONS IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH BYD’S ELECTRIC BUS(S) AND COACH(S). Implied and express warranties and conditions arising under applicable state or provincial laws or federal statute or otherwise in law or in equity, if any, including, but not limited to, implied warranties and
conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law. Some states or provinces do not allow limitations on implied warranties or conditions and/or how long an implied warranty or condition lasts, so the above limitations may not apply to your organization.

THE PERFORMANCE OF NECESSARY REPAIRS AND PARTS REPLACEMENT BY BYD IS THE EXCLUSIVE REMEDY UNDER THIS WARRANTY PROVISIONS OR ANY IMPLIED WARRANTIES. BYD does not authorize any person or entity to create for it any other obligations or liability in connection with this Warranty Provisions. To the fullest extent allowable by law, you waive all claims against BYD for all punitive, consequential, special, or indirect damages arising out of or relating to this Warranty Provisions. This includes (but is not limited to): 1) damages incurred by you for rental expenses during warranty service; and, 2) any loss of use, income, profit, financing, business, reputation, or productivity. The decision of whether to repair or replace a part or to use a new or re-manufactured part will be made by BYD, by mutual agreement between the Customer and BYD.

WHO CAN ENFORCE THIS WARRANTY PROVISIONS?
The first retail Customer, or subsequent Customer of BYD’s Electric Bus and Coach sold in the BYD’s North America Warranty Region (“you” or “CUSTOMER”), titled or registered in the name of the first retail Customer, or subsequent Customer, according to the laws of the 50 states of the United States of America, the District of Columbia, or Canada, can enforce this Warranty Provisions, subject to the terms of this Warranty Provisions.

WHEN DOES THE WARRANTY PERIOD BEGIN AND END?
This Warranty Provisions begins on the date a new bus and/or coach is accepted by the Customer(s) to be free of defects in design, material, and workmanship based on the specified warranty as described in the section “WARRANTY COVERAGE”. Parts repaired or replaced under this Warranty Provisions are covered only until the applicable warranty period of this Warranty Provisions ends.

WARRANTY COVERAGE
This Warranty Provisions includes the Basic Warranty Provisions, Propulsion System and Components Warranty, Charging System, and the Battery Warranty, each as described below.

The exclusive remedy available to the Customer under this Warranty Provisions is the repair or replacement of new or re-manufactured parts by BYD for the covered defects. Subject to the exclusions and limitations described in this Warranty Provisions, such repair or parts replacement will be performed without cost to the Customer by BYD when BYD is notified of the covered defect within the applicable warranty period. Repairs will be performed using new or re-manufactured parts when mutually agreed by the Customer and BYD. All replaced parts or other components are the exclusive property of BYD.
BASIC WARRANTY PROVISIONS

Complete Bus Warranty (Unless Otherwise Specified)

Subject to separation coverage for certain parts and the exclusions and limitation described in this Warranty Provisions, the Basic Warranty Provisions covers the repair or replacement necessary to correct defects in materials or workmanship of any parts manufactured or supplied by BYD that occur under normal use for the Complete Bus for a period of 1 year or 50,000 miles, whichever occurs first.

Body, Body Structure, and Structural Elements of the Suspension

Subject to separation coverage for certain parts and the exclusions and limitations described in this Warranty Provisions, the Basic Warranty Provisions covers the repair or replacement necessary to correct defects in materials or workmanship of any parts manufactured or supplied by BYD that occur under normal use for the Body, Body Structure, Structural Elements of the Suspension for a period of 3 years or 150,000 miles, whichever occurs first.

Primary Load-Carrying Members

Subject to separation coverage for certain parts and the exclusions and limitations described in this Warranty Provisions, the Basic Warranty Provisions covers the repair or replacement necessary to correct defects in materials or workmanship of any parts manufactured or supplied by BYD that occur under normal use for the Primary Load-Carrying Members bus structure, including structural elements of the suspension for a period of 12 years or 500,000 miles, whichever occurs first.

Propulsion System and Components Warranty

Subject to separation coverage for certain parts and the exclusions and limitation described in this Warranty Provisions, the Propulsion System and Components covers the repair or replacement necessary to correct defects in materials or workmanship of any parts manufactured or supplied by BYD that occur under normal use for the Propulsion System and Components, and suspension for a period of 5 years or 300,000 miles, whichever occurs first. The Propulsion System and Components includes:

<table>
<thead>
<tr>
<th>Component</th>
<th>Manufacturer</th>
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<tbody>
<tr>
<td>Drive Axle</td>
<td>BYD</td>
</tr>
<tr>
<td>Non-Drive Axle</td>
<td>ZF</td>
</tr>
<tr>
<td>Motor Controller</td>
<td>BYD</td>
</tr>
<tr>
<td>High-Voltage Distribution Box</td>
<td>BYD</td>
</tr>
<tr>
<td>Traction Motors</td>
<td>BYD</td>
</tr>
</tbody>
</table>
CHARGING SYSTEM WARRANTY
BYD warrants its proprietary AC Charging System to provide full charge and discharge of BYD’s Electric Bus and Coach under this Warranty Provisions for six (6) years, free from defect and faults.

BATTERY WARRANTY
BYD warrants its Fe Battery Storage System for twelve (12) years after the date of acceptance of each bus (“Warranty Period”), to be free of defects in design, material, and workmanship (the “Warranty”). In addition, the string Intelligent Battery Management System (IBMS) controllers and Power Distribution Unit (PDU) are warranted for proper operation up through year 12 when the Fe Battery Storage System is maintained in the manner described in the BYD Service Manual.

In the case of a warrantable event: BYD shall, at its sole discretion:

- During the twelve years of the foregoing warranty period, the sole remedy under the Warranty shall be the repair or replacement of the product(s) at BYD’s option, and at its expense (including cost of shipping and packaging).
- This Warranty shall be null and void, and there shall be no right to recovery whatsoever if the Cell’s or Pack’s date code or serial number is defaced, missing, or altered.

Capacity Fade Disclaimer
Capacity fade is the relative reduction of the total amount of energy the battery system can store in a single charge for the purpose of powering the bus as compared to capacity at beginning of life (BOL). Capacity fade is warranted to 30% of BOL or Battery Capacity of 70% total energy capacity at year 12 when;

- Capacity measurements are taken from a balanced Fe Battery Storage System, and
- Fe Battery Storage System is maintained in the manner described in BYD’s Service Manual.

THE WARRANTY HEREIN RESPECTING CELLS AND PACKS INCLUDING, WITHOUT LIMITATION, QUALITY AND PERFORMANCE ARE MADE EXPRESSLY IN LIEU OF AND EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE, OR COMMON LAW.

EXCEPTIONS TO WARRANTY
The warranty shall not apply to scheduled maintenance items, normal consumables, or items with progressive wear characteristics (e.g. bushings, friction surfaces). Nor shall it apply to items furnished by the Procuring Agency such as radios, fare boxes, or other auxiliary equipment, except insofar as such equipment may be damaged by failure of a part or component for which
BYD Motors Inc. │ 1800 South Figueroa Street │ Los Angeles, CA 90015

WARRANTY PROVISIONS

BYD is responsible. The following items are considered consumable items and are NOT covered under the Warranty Provisions:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All filters</td>
</tr>
<tr>
<td>2</td>
<td>Fuses</td>
</tr>
<tr>
<td>3</td>
<td>Wiper blades</td>
</tr>
<tr>
<td>4</td>
<td>Circuit breakers</td>
</tr>
<tr>
<td>5</td>
<td>Brake pads</td>
</tr>
<tr>
<td>6</td>
<td>All oil, fluid, coolant, and refrigerant</td>
</tr>
<tr>
<td>7</td>
<td>Light bulbs</td>
</tr>
<tr>
<td>8</td>
<td>Rubber parts</td>
</tr>
<tr>
<td>9</td>
<td>Glass damaged from external sources</td>
</tr>
<tr>
<td>10</td>
<td>Paint damaged from environmental sources</td>
</tr>
<tr>
<td>11</td>
<td>Cloth, vinyl, or leather trim that has been worn, cut, torn, or has deteriorated due to exposure, or other damage</td>
</tr>
<tr>
<td>12</td>
<td>Front &amp; rear axle alignment. Adjustments are set prior to delivery</td>
</tr>
<tr>
<td>13</td>
<td>Metal-finished components damaged by dents, scratches, nicks, or deteriorated due to exposure</td>
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</tbody>
</table>

EXTENSIONS OF WARRANTY

During the warranty period, if repairs or modifications are required on any Bus due to any Defect in design, materials or workmanship which are not completed due to lack of material or inability to provide the proper repair for 30 calendar days, the applicable warranty period will be extended by the number of days equal to the delay period.

VOIDING OF WARRANTY

BYD will not warrant failures of any part or component on the bus that are a direct result of misuse, negligence, accident or repairs that are not conducted in accordance with the BYD provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized industry standards.

The occurrence of the following conditions will also void this Warranty Provisions: (1) if the vehicle title becomes a salvaged title; (2) if the vehicle has been misused (e.g., racing or competition of any kind, off-roading, or any use other than normal operation); (3) if the vehicle has experienced environmental damage (e.g., fire, flood, tornado, hurricane, earthquake, hail, or other natural disasters); (4) if the vehicle’s odometer has been tampered with; (5) if the Customer subjects the vehicle or causes the vehicle to be subject to reverse engineering or intellectual property theft; or, (6) the occurrence of vehicle damage due to collisions, riots, and other events that are not a fault of BYD.
The warranty also will also be voided if CUSTOMER fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the BYD supplied maintenance manuals and if that omission caused the part or component failure.

BYD will require CUSTOMER to maintain documentation, which may be audited by BYD, in order to verify that service activities are in conformance with BYD’s and/or the vendor service manuals provided.

**SUPERIOR AND/OR SPECIAL WARRANTY**

BYD will pass on to the CUSTOMER any Superior or Special warranty offered by a component supplier that is superior to BYD’s contractual obligation. For any such warranty available BYD will provide a list to the CUSTOMER noting the conditions and/or limitations of the Superior Warranty not later than the start of production. The Superior Warranty will not be administered by BYD.

**SERIAL NUMBERS**

BYD will supply the following serial numbers at time of manufacture and from any warranty campaigns to the Customer:

- Battery System
- Traction Motor(s)
- Front Axle
- Air Compressor
- Wheelchair Ramp
- Electronic Control Units
- A/C Compressor and Condenser/Evaporator Unit
- Drive Axle
- Power Steering Unit

**WARRANTY CLAIM PROCEDURES**

Warranty Claim Procedures are provided separate from the Warranty Provisions.

**FORCE MAJEURE**

BYD shall not be liable for any failure of or delay in the performance of this Warranty Provisions for the period that such failure or delay is: (1) beyond the reasonable control of BYD, (2) materially affects the performance of any of BYD’s obligations under this Warranty Provisions; and, (3) could not reasonably have been foreseen or provided against by BYD at the time of execution of this Warranty Provisions, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. Examples of Force Majeure events include be is not limited to: (1) acts of God (e.g., fires, explosions,
earthquakes, drought, tidal waves and floods); (2) war; (3) terrorism; (4) pandemic; or, (5) riot, commotion, or civil disorder.

DISPUTE RESOLUTION
Any controversy or claim arising out of or relating to this Warranty Provisions, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. California law shall apply. The number of arbitrators shall be three. The place of arbitration shall be Los Angeles, CA. The arbitrators shall have no authority to award punitive, consequential, special, or indirect damages. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall pay its own legal expenses and both parties shall pay for any arbitrator fees and expenses in equal parts.

SUPPLIER (VENDOR) WARRANTY PROVISIONS
Within the Appendix of this document are all supplier warranty provisions per the customer’s specific requirements.

OTHER TERMS AND CONDITIONS
Amendments. Any amendments or updates to this Warranty Provisions shall not be valid unless signed by both parties hereto and the terms of the amendment or update will take priority over the terms in this Warranty Provisions. Severability. The invalidity or unenforceability of any provisions of this Warranty Provisions shall not affect the validity or enforceability of any other provision of this Warranty Provisions, which shall remain in full force and effect. Construction. The headings herein are for convenience only, do not constitute a part of this Warranty Provisions and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Warranty Provisions will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. Entire Agreement. This Warranty Provisions constitutes the entire agreement regarding product warranty obligations between the parties hereto and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.
WARRANTY CLAIMS

WARRANTY CLAIMS PROCEDURE

The purpose of these instructional pages is to ensure that warranty claims are properly processed, recorded, and acted upon in a timely manner through the BYD Aftersales Department warranty system.

1. Warranty period is based on the acceptance date of each bus/coach.

2. Claims are to be submitted within thirty (30) calendar days from the date of failure.

3. Claims submitted later than thirty (30) calendar days after the date of failure will not be accepted. Acceptance of claims after 30 days will require approval by the Warranty Claims Team Lead and/or the Director of Aftersales.

4. All Claim types (Standard Warranty, Vehicle Down, and Retrofit), will be submitted to BYD Aftersales using ________. For Information on using the online warranty system, please call __________ or email ______________.

5. The Customer Service Support Manager (CSSM) is responsible for reviewing and approving all claims. BYD’s Warranty Department has the final claim approval authority.

6. The properties must include all applicable supporting documentation when forwarding claims. This documentation will consist of such items as:
   - Invoices for services performed by a third party;
   - Invoices for parts purchased from a third party other than the BYD Aftersales Parts Department;
   - Pictures and maintenance records (included upon request).

7. All claims submitted for Bendix disc brake failures (example: calipers) must include a completed copy of the “Inspection Checklist for Disc Brakes” with the claim. This checklist can be found in the Bendix Warranty Process Document.

8. Claim submission to BYD Warranty Department is the responsibility of the customer.

9. All defective parts claimed on Warranty must be returned to BYD for warranty evaluation within forty-five (45) days from the date of failure. In certain circumstances the CSSM at their discretion, and/or in consultation with a Warranty Recovery Administrator or Warranty Manager, may decide to dispose of defective parts at the property’s location; this fact must be indicated on the Warranty Claim.

10. Returned defective parts must be identified with BYD parts tag (see page 4). All information (items 1 through 8) must be completed, and the tag must be affixed to the
defective part. Defective parts are to be shipped to BYD (see Page 5 for United States and Canada packing slip, and page 6 for carriers).

11. Failure to return defective parts within the allotted timeframe may result in rejection of a claim or a debit against your warranty account in cases where replacement warranty parts were provided at no charge under a Warranty Vehicle-Down Claim.

12. Note that all major components are to be claimed directly to an authorized dealer; this includes HVAC, Camera Surveillance Systems, and Destination Signs. All Propulsion system components and Battery warranty claims should be directed to BYD.

13. Claims will not be accepted for scheduled maintenance items, normal consumables, or items with progressive wear characteristics (such as bushings or friction surfaces). Nor shall it apply to items furnished by the customer.
BYD PARTS TAG

BYD Coach & Bus LLC

FROM: ________________________________________________

______________________________________________

DATE: ____________________________________________

PART #: __________________________________________

DESCRIPTION: ______________________________________

SR # ___________________________________ BUS # ____________

VIN # ____________________________________________

CLAIM # __________________________________________

NOTES: ____________________________________________
### PARTS RETURNED POLICY

**WARRANTY PARTS BEING RETURNED FOR CREDIT EVALUATION**

Date of Shipment _____/_____/_____

Ship to: 
BYD Coach & Bus LLC
41467 BYD Blvd.
Lancaster, CA 93534
Attention: Aftersales Warranty Department

From: 

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Claim Number</th>
<th>Part Description</th>
<th>Part Quantity</th>
<th>Bus Number</th>
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</thead>
<tbody>
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**WARRANTY CLAIMS**

Fax Packing Slip to fax # Attn: Warranty Administrator or email to @byd.com. Also place a copy in the shipment box / crate.

**SHIPPING INSTRUCTION**

The following Carriers are to be notified for pick-up of Warranty Parts being returned:

<table>
<thead>
<tr>
<th>Shipments over 150 pounds</th>
<th>Shipments under 150 pounds</th>
</tr>
</thead>
<tbody>
<tr>
<td>CH Robinson</td>
<td>Federal Express Ground</td>
</tr>
<tr>
<td>Phone: 1-800-326-9977</td>
<td>Phone: 1-800-463-3399</td>
</tr>
</tbody>
</table>

Note: For information regarding BYD’s account number, the customer is required to contact BYD’s Logistic Department prior to Warranty Parts being returned.

Note: Please specify to the FedEx operator that you are Requesting a Call Tag going back to BYD. Operator may need to be prompted to check the exception on the account if they say that BYD has to make this call.

BYD Coach & Bus Account # 624215745