



## **ENDERA SCHOOL BUS LIMITED WARRANTY**

This limited product warranty for Endera school buses (hereinafter referred to as “**Limited Warranty**”) is issued by Endera Motors, LCC, which is headquartered at 804 N. Pratt St, Ottawa, OH 45875, or its legal successors or assigns (hereinafter collectively referred to as “**Endera**”), and applies exclusively to Endera school buses (as defined in Section 1 hereof) sold and used in the United States. .

### **1. Definition of Endera School Buses and Components**

Endera School Buses (“**Vehicles**”) are defined in this Limited Warranty as the following product types; Multifunction School Activity Bus (MSAB), DW4, DW5, DW6, SRW4.

“**Components**” are defined in this Limited Warranty as any product, part, or component, including but not limited to the chassis and air conditioning system, that are part of the Vehicle and manufactured or supplied by a party other than Endera.

### **2. Limited Warranty Period and Beneficiary**

#### **2.1 Limited Warranty Period**

The terms of this Limited Warranty take effect on the date that the Customer, as defined herein below, takes delivery of the Vehicle (hereinafter referred to as the “**Warranty Start Date**”) and shall remain in effect for the duration of the following periods, as applicable (each such period, a “**Limited Warranty Period**”).

1. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body shell of the Vehicle (including structural metal components welded or riveted together forming the floor, side walls, roof, front or end caps) will be free from defects in structural integrity (“**Main Body Structure Warranty Period**”).
2. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body shell will be free of rust-through resulting from corrosion (“**Corrosion Warranty Period**”).
3. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, whichever occurs first, Endera warrants that the Vehicle’s seat frames and barrier frames will be free from defects in structural integrity (“**Seat and Barrier Warranty Period**”).
4. For all Components, the original manufacturer’s warranty and warranty process applies.

#### **2.2 Beneficiary**

The sole and exclusive beneficiary of this Limited Warranty is the initial end customer who purchases the Vehicle directly or indirectly from Endera or from any one of its authorized manufacturers, dealers or distributors or from any other legitimate source, and is the initial owner of such Vehicle, and any of such Customer's permitted successors or assigns under Section 7 (hereinafter referred to as “**Customer**”).

### **3. Exclusions**

This Limited Warranty shall not apply to the following:

1. The Vehicle has been subject to misuse (such as driving over curbs, overloading, racing or used as a permanent stationary power source, or driving through water deep enough to cause water to enter the cabin), abuse, neglect, accidents, collisions or objects striking the Vehicle;
2. Damage to body structure, caused by chemicals, corrosive environments, or abrasion;
3. Damage caused by force majeure such as natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites,



ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events;

4. Damage caused by installation of additional or replacement products, parts, components or attachments, or repairs, modifications or alterations;

5. Surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements, such as dents and scratches, or due to exposure to harsh chemical washes or degreasers or chemicals, hard road salts or calcium chloride, damage or corrosion caused by environmental causes such as flooding, airborne fallout, acts of nature or other atmospheric conditions;

6. Parts and labor needed to maintain the Vehicle and the replacement of parts due to normal wear and tear, such as filters, belts, tires, brakes or other parts which are part of normal maintenance replacement; and normal maintenance of parts such as wiper blades, brake pads/liners, wheel alignment, filters and fluids;

7. Direct or indirect damage caused by theft, vandalism or acts beyond the control of Endera, including but not limited to accidents, riots, war, insurrection and civil disturbance;

8. Damage caused by the accident or negligence of Customer or any person other than Endera;

9. Damage caused by Customer's failure to provide normal preventative maintenance as customarily accepted in the industry, or damage caused by the Customer's failure to service the Vehicle or otherwise maintain and operate the Vehicle in accordance with the Endera product technical specifications or operating and maintenance manual;

10. Damage during shipment after delivery to Customer;

11. Vehicles that have had the odometer disconnected, altered, or inoperative with the result that actual mileage cannot be determined, vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged, or vehicles that have been determined to be a total loss by an insurance company;

12. Any aftermarket products, parts or components installed after delivery to Customer, or any damage caused due to the failure of such products, parts or components.

#### **4. Warranty Claims**

##### **4.1 Time Limit for Warranty Claims**

All claims under the Limited Warranty must be submitted in writing to Endera within the earlier of (i) thirty (30) calendar days after it became aware of non-conformity with the Limited Warranty, and (ii) the expiry date of the applicable Limited Warranty Period. Endera shall have the right to reject warranty claims submitted outside of such period.

##### **4.2 Burden of Proof for Warranty Claims**

A warranty claim will only be accepted if Customer provides reasonably sufficient documentary evidence to demonstrate that the root cause of the fault or non-conformity in the Vehicle is a breach of the Limited Warranty.

##### **4.3 Warranty Claim Procedures**

Customer shall, as soon as it becomes aware of an instance of non-conformity with the Limited Warranty, immediately (but in any event no later than the earlier of thirty (30) calendar days after it became aware of non-conformity with the Limited Warranty. Customer must provide the following information ("Required Information") when making a claim under this Limited Warranty:

- Make, model and year of vehicle
- VIN number or Endera unit number of vehicle
- Current mileage
- Date of failure
- Acceptance date of vehicle

Upon receiving the Required Information, Endera will review the claim and issue an authorization number if it believes the



claim is potentially covered under this Limited Warranty. No repairs or repair reimbursements will be funded without a valid Endera authorization number. Warranty claims should be commenced through the Vehicle dealer, or by email to [warranty@enderacorp.com](mailto:warranty@enderacorp.com) for direct purchases.

## **5. Remedy for Warranty Claim**

### **5.1 Remedy under the Limited Warranty**

Should Endera confirm that the Vehicle is not in conformity with the Limited Warranty, it shall, at its sole discretion, within a reasonable time period, notify the Customer that Endera will either: a) repair the Vehicle, or; b) reimburse Customer the reasonably and properly incurred costs of having a third party conduct the repairs. Endera may take possession of the Vehicle or Vehicle Component, conduct such repair at the location where it is held by Customer or request Customer to deliver the Vehicle or Vehicle Component to Endera or to a third party workshop approved by Endera. If Customer delivers the Vehicle or Vehicle Component to Endera or a workshop approved by Endera, the cost of such delivery and return delivery shall be at Customer's expense. All warranty work performed by a third party is subject to Endera's prior approval, and examination upon completion.

### **5.2 Exclusive Remedy**

**The remedy under the Limited Warranty as set forth above is the sole and exclusive responsibility and obligation of Endera to Customer under this Limited Warranty, and is also the sole and exclusive remedy of Customer for the Vehicle under this Limited Warranty.**

**Performance of Endera's warranty obligation under this Limited Warranty shall not extend the Limited Warranty Period. The remainder of the original warranty period shall still apply to the repaired or replaced Vehicle. If the production of a component necessary to repair the Vehicle has been discontinued, withdrawn from the market, or is otherwise unavailable, Endera shall have the right to replace with a similar or superior type, the performance of which should not be lower than the original type.**

## **6. Limitation of Liability**

**6.1 Notwithstanding anything to the contrary herein, the warranties set forth in this Limited Warranty are in lieu of all other warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement. However, if Customer is identified as a "consumer" and the Vehicle as a "consumer product" in accordance with the laws governing the protection of consumer rights in the country where the vehicle was originally delivered by Endera to the original Customer, to the extent required by applicable law, any implied warranties of merchantability, fitness for a particular purpose or non-infringement are limited to the Limited Warranty Period set forth above, or such shorter period set forth in applicable law. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights that vary by state, province or jurisdiction, and such other rights shall remain unaffected.**

**6.2 Unless otherwise provided by applicable mandatory law, Endera shall not be liable for any of the following losses: a) personal injury or property damage; b) any other loss or injury whatsoever arising out of or in connection with the Vehicle (including but not limited to any defects in the Vehicle arising from the use or installation thereof); and c) any incidental, consequential or special damages resulting from any cause. Endera's liability for fraudulent or willful intent, gross negligence or personal injury, in each case, under applicable mandatory liability law shall remain unaffected. Notwithstanding any other provision of this Limited Warranty and including if Endera is liable to compensate Customer hereunder, the total compensation paid or payable by Endera, and the total liability of Endera hereunder, shall not exceed the amount actually received by Endera as indicated in the original sales agreement for the Claim Vehicle. The limitations of liability under this Limited Warranty will not apply to the extent restricted or prohibited by applicable mandatory law.**

**6.3 Customer acknowledges that the foregoing limitations on liability are an essential element of the relevant sale**



**contract between the parties and that in the absence of such limitations the purchase price of the relevant Vehicle would be substantially higher.**

6.4 Endera has used bolding and underlining to draw Customer's attention to clauses which exclude or limit its liability under this Limited Warranty, and has fully explained the relevant clauses as required by Customer. There is no disagreement between the parties over the understanding of any clause of this Limited Warranty.

### **7. Assignment of Warranty**

Upon written notice to Endera, Customer may assign this Limited Warranty to an affiliate of Customer or a new owner of the Vehicle, provided that: (i) there is no outstanding payment due under the sale contract and (ii) the assignee agrees to be bound by these Limited Warranty terms. If requested by Endera, Customer shall provide reasonable evidence of such succession or transfer of ownership. This Limited Warranty may not otherwise be assigned or transferred, and any attempt to assign or transfer in violation of this Section 7 shall be null and void.

### **8. Miscellaneous**

#### **8.1 Severability**

If any portion or provision of this Limited Warranty is held to be invalid, illegal or unenforceable under applicable law, or the application of such portion or provision to certain persons or in certain circumstances is held to be invalid, illegal or unenforceable, then the portion or provision shall be deemed to be changed and interpreted to accomplish the objectives of such portion or provision to the greatest extent possible under applicable law and the remaining portions or provisions of this Limited Warranty or the applicability of this Limited Warranty will remain unaffected, independent, and valid.

#### **8.2 Force Majeure**

Endera shall not be responsible or liable in any way to Customer for any non-performance or delay in Endera's performance of its obligations under this Limited Warranty due to occurrences of any force majeure event, which is an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of Endera. Such events or circumstances may include, but are not limited to: actions or inactions of any governmental authority or any civil, tribal, or military authority, acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including arson and vandalism), epidemics, pandemics, natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events, strikes, lockouts or other labor disputes, unavailability of suitable or sufficient labor, material, or capacity or technical or yield failures and any other unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by Endera at the time of the sale of the Vehicle or Vehicle Components or the notification by Customer of the relevant warranty claim. Notwithstanding that the COVID-19 pandemic initiated prior to delivery of the Vehicle, its effect on global supply chains, manufacturing and the economy are ongoing. In light of this, the COVID-19 pandemic and its effects may cause delays and constitute a force majeure event.

#### **8.3 Governing Law and Dispute Resolution**

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the terms of sale between the original purchaser and Endera.