



LION

EXTENDED WARRANTY

SEPTEMBER 2017

Table of content

HOW LONG THE EXTENDED WARRANTY LASTS	3
WHO IS COVERED	3
WHAT THIS EXTENDED WARRANTY DOES NOT COVER	4
THIRD PARTY REPRESENTATIONS	5
HOW TO OBTAIN THE EXTENDED WARRANTY	6
EXCLUSIVE REMEDY	6
HOW TO GET SERVICE	7
LEGAL REMEDIES	7
HOW STATE OR PROVINCIAL LAW APPLIES	7

The Lion Electric Co.

- Extended Warranty -

This extended warranty covers repair or replacement, at the sole option of The Lion Electric Co. Inc. (hereinafter Lion), of any part of your new Lion vehicle (hereinafter Covered Part(s)) in which a defect in materials or workmanship appears during normal use, maintenance or service within the extended warranty period, subject to the limitations and exclusions described below in "What This Extended Warranty Does Not Cover". REPAIR OR REPLACEMENT OF COVERED PARTS BY A LION AUTHORIZED SERVICE CENTER AND/OR LION VEHICLE OWNER IS THE EXCLUSIVE REMEDY UNDER THIS EXTENDED WARRANTY. LION WILL NOT REPLACE THE BUS OR REPURCHASE THE BUS FROM YOU. The repair or replacement of a Covered Part does not extend the life of the original extended warranty except where state or provincial law otherwise provides for an extension during the time that the Covered Part is being repaired or replaced under this extended warranty. Covered Parts are extended to body and chassis systems and components such as the driveline, cooling system, hydraulic system, suspension, air system and structural systems (frame and supporting hardware). In addition to this Lion extended warranty, original component manufacturers may provide their own warranties. Purchasers should check the original component manufacturer's warranty regarding its coverage. This extended warranty is valid only in the United States and Canada.

How Long the Extended Warranty Lasts

The extended warranty is in effect for a period of **5 years (60 months)** from the first retail owner's date of purchase, regardless of subsequent ownership, or the **first 100,000 actual miles** (or 160,935 actual kilometers), or **7,000 engine hours**, whichever occurs first. This extended warranty is not valid if the odometer is disconnected, or its reading has been altered, or mileage cannot be determined. The warranty coverage begins at the date of sale of the unit by Lion to its customer. For a sale by Lion to one of its dealers, the warranty coverage begins 6 months after the sale of the unit by Lion to the dealer or from the date of the delivery by the dealer to the first user, whichever occurs first.

Who is Covered

This extended warranty covers the owner of a vehicle manufactured by Lion. The extended warranty is not transferable.

What This Extended Warranty Does Not Cover

The exclusive remedy under this extended warranty or under any implied warranty that arises under state or provincial law is repair or replacement of any Covered Part in which a defect in materials or workmanship appears during normal use, maintenance or service within the warranty period, subject to the following exclusions.

LIMITATION ON DAMAGES: LION SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR OTHER DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR LOST VEHICLE RENTAL EXPENSES) THAT RESULT FROM BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

LIMITATION ON IMPLIED WARRANTIES: THIS EXTENDED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT ARISE BY WAY OF APPLICABLE STATE OR PROVINCIAL LAW NOTWITHSTANDING THE FOREGOING, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TERM OF THIS EXTENDED WARRANTY AND ARE LIMITED IN SCOPE OF COVERAGE TO THOSE PORTIONS OF THE PRODUCT COVERED BY THIS EXTENDED WARRANTY.

ITEMS NOT COVERED BY THIS EXTENDED WARRANTY INCLUDE THE FOLLOWING:

- The engine, transmission and electric drivetrain; however, the engine, transmission and electric drivetrain may be covered by warranties issued to you from the engine, transmission and electric drivetrain manufacturers. We will gladly help you arrange for service under those third-party warranties. (See “**How to Get Service**”.)
- Normal maintenance such as lubrication, wheel alignment, 12Volts batteries, tires, filter and oil replacement, belts and hoses, exhaust pipe and clamps, light bulbs, wiper blades, brake lining and adjustment and vehicle alignments. Refer to Appendix 1 - Lion Warranty Coverage Chart for the detailed exclusion list.
- Fading or discoloration of surfaces, lettering or decals.

- Damage caused by, but not limited to, failure to follow the required or recommended maintenance schedule, failure to maintain proper fluid and lubricant levels, failure to ensure operating parameters are maintained (e.g. tire pressure, chassis ride height and alignment) and failure to follow operating instructions.
- Additions or accessions not originally installed by Lion and any problems resulting from such additions or accessions.
- Installation of any “aftermarket” devices or the modification of any existing system or component originally installed by Lion without Lion’s prior express written approval and any problems resulting from such installation or modification.
- Damage caused by, but not limited to, misuse, abuse or neglect (e.g. overloading, driving over curbs, or flooded environments).
- Damage that arises outside of normal use.
- Damage caused by collision, fire, theft, vandalism, acts of God, or similar casualties.
- Chassis frame and structure if the frame is altered by welding, cutting or splicing, or improper drilling of rail flanges without Lion’s prior written approval.
- Damage as a result of corrosion.
- Covered Parts that have been sold by an owner other than Lion before the Covered Parts become a complete vehicle.
- Towing/hauling fees.

Third Party Representations

Lion does not authorize any person to create for Lion any other obligations or liability in connection with its products, and Lion is not responsible for any representation, promise or warranty made by a dealer, component or vehicle manufacturer, or other person beyond what is expressly stated in this extended warranty.

How to Obtain the Extended Warranty

The original retail purchaser is responsible for submitting, or having the vehicle dealer submit, a "The Lion Electric Co. Warranty Registration" form to Lion within 30 days of the purchase date. The "The Lion Electric Co. Warranty Registration" form is located in the "The Lion Electric Co. Owner's Manual" supplied with your new vehicle. THIS EXTENDED WARRANTY IS NOT VALID IF THE "THE LION ELECTRIC CO. WARRANTY REGISTRATION FORM" IS NOT SENT TO LION WITHIN 30 DAYS AFTER THE DATE OF PURCHASE BY THE FIRST OWNER.

Exclusive remedy

During the warranty period, the manufacturer will repair, replace or credit any defective parts that conforms to the above warranty, provided that:

- The owner gives written notice of any defect within the warranty period.
- The owner received an authorization from a certified Lion's service technicians PRIOR to the performance of any warranty work, unless otherwise specified (refer to Lion Warranty Coverage Chart).
- The owner provided pictures and diagnostics of defects and a detailed estimate of repair PRIOR to the performance of any warranty work, unless otherwise specified (refer to Lion Warranty Coverage Chart).
- The owner keeps the defective part for a period of 3 months after the repair work has been performed, unless otherwise specified (refer to Lion Warranty Coverage Chart).
- The owner sends, at his expense, the defective part to the place designated by instructions from the manufacturer, unless otherwise specified (refer to Lion Warranty Coverage Chart).

The Lion Electric Co. reserves the right to inspect the repairs upon completion. Warranty approval and authorization can be voided if the repairs are not performed within OEM factory specifications.

How to Get Service

To obtain warranty service for your Lion vehicle, call toll free 1-855-546-6706 Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time. Our customer service technicians can help answer questions regarding our products and services, provide information about warranty coverage and maintenance issues, help you arrange for service under third party warranties, and locate Lion authorized service centers in your area. To find a current list of Lion authorized service centers on-line, go to www.thelionelectric.com. When you call for service, please have the following information available so that we may expedite your service:

- Your Lion VIN (Vehicle Identification Number)
- First owners date of purchase
- Current mileage

NO WARRANTY CLAIM WILL BE PROCESSED OR PAID WITHOUT PROOF OF ACTUAL MILEAGE AND FIRST OWNERS DATE OF PURCHASE.

Legal Remedies

Any claim or controversy arising out of or relating to this extended warranty, or breach thereof, shall be settled by arbitration administered by the Laws of the Province of Quebec and the Laws of Canada applicable therein (excluding any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction). The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Quebec and elect domicile in the City of St-Jérôme with respect to any matter relating to the execution or construction of this Agreement or the exercise of any right or the enforcement of any obligation arising hereunder (excluding any conflict of forum rule or principle, foreign or domestic, which might refer such matter to the courts of another jurisdiction).

How State or Provincial Law Applies

This extended warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. In addition, some states and/or provinces will not enforce one or more of the limitations in this document, so one or more of the limitations may not apply to you.