

Memorandum



Date: May 7, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Agenda Item No. 8(N)(7)

Subject: Request to Authorize a Non-Competitive Designated Purchase, Approve a Contract Amendment to *Contract No. RFP-00456, Battery-Electric Buses and Charging System*, and Ratify a Confirmation Purchase of a One-Time Economic Price Adjustment in the amount of \$5,150,046.66

This item was amended at the April 10, 2024 meeting of the Transportation, Mobility and Planning Committee to specify the amount of the confirmation purchase, i.e., \$5,150,046.66, being ratified and to correct a scrivener's error, i.e., replacing the word "completed" with "begun" to the bottom of the second paragraph of the Background section of the memorandum.

Summary

This item authorizes a non-competitive designated purchase pursuant to section 2-8.1(b)(3) of the County Code and Implementing Order 3-38 by a two-thirds vote of the Board members present and approves a contract amendment to *Contract No. RFP-00456, Battery-Electric Buses and Charging System*. Furthermore, the item ratifies a confirmation purchase as a one-time economic price adjustment under the contract, which resulted in the purchase of 69 electric transit buses and a charging system inclusive of 75 charging units. More specifically, this item accomplishes the following: 1) assignment of *Contract No. RFP-00456* from the original awarded vendor, Proterra Inc. (Proterra) to Phoenix Motor, Inc. (Phoenix) as a result of Proterra's Chapter 11 bankruptcy and subsequent bankruptcy sale of assets to Phoenix; 2) modification of the contract's warranty and charge time provision; 3) acceptance of a total of 69 battery-electric buses; and 4) updates to administrative provisions (contact information, vendor registration, etc.). If the contract amendment is not approved, the County will be left with no warranty for the fleet of electric buses and the associated charging system provided under the contract.

Additionally, this item ratifies a confirmation purchase of a one-time economic adjustment to the contract pricing. The contract included pricing adjustment provisions; however, as a result of the unforeseeable disruptions that occurred during the COVID-19 pandemic, the production schedule of the contract was delayed and Proterra was significantly impacted. A pricing adjustment, as further described in the Background section below, was completed and is now being presented to the Board for ratification.

The fleet of 69 electric transit buses and associated charging system are currently in use on various routes and have become an important component of the fleet of the Department of Transportation and Public Works (DTPW), allowing for the retirement of diesel-powered buses. Battery-electric buses produce zero tailpipe emissions, low noise operation, and support the shift of the transportation sector away from petroleum-dependence to alternative fuel technologies and changes in environmental regulations. An electric transit bus uses 20% of the raw energy a diesel bus would require going the same distance, providing for a clean and quiet ride.

As such, the Administration recommends this designated purchase as it is in the best interest of the County to effectuate the assignment of the Proterra contract to Phoenix Motor to ensure continuity in service delivery under *Contract No. RFP-00456*.

Recommendation

It is recommended that the Board authorizes a non-competitive designated purchase pursuant to section 2-8.1(b)(3) of the County Code and Implementing Order 3-38 by a two-thirds vote of the Board members present and approves a contract amendment to *Contract No. RFP-00456, Battery-Electric Buses and Charging System*, in materially the form attached hereto, as well as ratifies a confirmation purchase as a one-time economic price adjustment under the contract.

Background

The County awarded this competitively established contract through Resolution No. R-1041-19 on October 3, 2019, for a five-year term. Following the award, a technical review, assessment, and determination of a final bus configuration was completed. This process required substantial diligence on the part of staff which was impacted by allocation of resources to address emergency initiatives during the COVID-19 pandemic and was also delayed while electric vehicle infrastructure was put in place.

Pursuant to the terms of the contract, the buses and charging system were subject to a price adjustment based upon the U.S Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI). DTPW staff engaged with Proterra to calculate the appropriate price adjustment for each bus order. The parties acted in good faith and with sound business judgement in accordance with the requirements of Code of Federal Regulations (CFR) Part § 200.318(k) as required by the federal funding source of the contract to arrive at the price adjustment. The calculations for the price adjustment were based upon the PPI published at the time the pricing was established until the time at which production was begun, not including testing, commissioning, and delivery. A subsequent change to the purchase orders to capture this adjustment was completed, resulting in a reduction in the quantity of buses from 75 to 69. The amount of the purchases did not exceed the amount authorized under *Contract No. RFP-00456*.

DTPW received the final buses and completed payment in May 2023. All 75 charging units that compose the charging system have also been delivered. These charging units can be used for the 69 buses as well as additional electric buses which have subsequently been ordered under a separate contract with an alternative vendor.

Upon review of the contractual provisions, it was determined that while the pricing adjustment was allowed by the federal funding source, the provisions of the contract did not allow for the adjustment to be based upon the time periods used for the calculation, despite the economic conditions created as a result of the COVID-19 pandemic. Rather, the adjustment was only allowed for a limited period of time, which was not reflective of the economic impact to Proterra. As this pricing adjustment has already been provided, this item is being submitted in the form of a ratification of a confirmation purchase.

On August 7, 2023, as a ratification item was being prepared, Proterra filed a petition for bankruptcy protection under Chapter 11 in the U.S. Bankruptcy Court for the District of Delaware. At the time of the filing, the impacts to the contract were unknown. From October through December 2023, a sale of assets in the bankruptcy process was conducted. The sale process was finalized in January 2024, effectuating the sale of Proterra's transit assets to Phoenix. As part of the filing of the sale, DTPW was notified on February 20, 2024 that Phoenix would not accept assignment of the County's contract because the warranty obligations were too financially burdensome. Discussions with Phoenix resulted in Phoenix agreeing to the modified contract terms outlined in the Supplemental Agreement attached hereto.

The Supplemental Agreement results in a reduction in warranty by reducing the term of the bumper to bumper warranty from three years to one year (but is partially offset by restarting the warranty start date to May 1, 2024 as opposed to upon the date of acceptance of the buses, which took place in 2022 and 2023), placing mileage restrictions on some components (vehicle structure, body, and dataloggers), reducing the term of coverage on other components from three years down to two years (propulsion systems, HV components, HVAC, control systems, chassis system, auxiliary heater, and configuration

package), and most substantially, reducing the coverage on batteries from 12 years down to six and the coverage for the charging systems from 12 years down to three. However, the revised provisions still provide critical support for the fleet as DTPW does not currently have the expertise on this new technology to perform all necessary maintenance and repairs. Moreover, should parts currently covered under warranty have to be sourced outside of the contract, there will be an additional associated cost. The parts and services provided under the warranty will afford DTPW the opportunity to build in-house expertise on the maintenance and repair of electric buses and infrastructure as well as provide continued warranty parts without incurring additional costs. If the Supplemental Agreement is not approved, the County contract will be deemed rejected in the bankruptcy process, which results in termination of all warranties.

Scope

The impact of this item is countywide in nature.

Delegated Authority

The County Mayor or the County Mayor's designee will have the authority to execute Supplemental Agreement No. 1 in substantially the form attached hereto and exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

There is no fiscal impact as this contract amendment does not request additional funds.

Attachment



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 7, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(7)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(7)
5-7-24

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A NON-COMPETITIVE DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38 BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND APPROVING A CONTRACT AMENDMENT TO CONTRACT NO. RFP-00456; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. RFP-00456 FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS THERE OF PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38, AND RATIFYING A CONFIRMATION PURCHASE, IN THE AMOUNT OF \$5,150,046.66 AS A ONE-TIME ECONOMIC PRICE ADJUSTMENT TO CONTRACT NO. RFP-00456

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board adopts the foregoing recital as if fully set forth herein.

Section 2. This Board finds it is in the best interest of Miami-Dade County to authorize a non-competitive designated purchase pursuant to section 2-8.1(b)(3) of the County Code and Implementing Order 3-38 by a two-thirds vote of the Board members present and approves a contract amendment to Contract No. RFP-00456 and authorizes the County Mayor or County Mayor's designee to execute Supplemental Agreement No. 1 to Contract No. RFP-00456 in substantially the form attached herein and to exercise the provisions contained therein pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

Section 3. This Board ratifies a confirmation purchase >>, in the amount of \$5,150,046.66<<¹ as a one-time economic price adjustment to Contract No. RFP-00456, which resulted in the purchase of 69 electric transit buses and a charging system inclusive of 75 charging units.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

¹ Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of May, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "B. Libhaber", written over a horizontal line.

Bruce Libhaber

SUPPLEMENTAL AGREEMENT NO. 1

Agreement Number: **RFP-00456**

Agreement Title: **Battery-Electric Transit Buses and Charging System**

Assignor: **Proterra Inc.
1815 Rollins Road
Burlingame, CA 94010**

Assignee: **Phoenix Motor Inc.
1500 Lakeview Loop
Anaheim, CA 92807**

WHEREAS, the County entered into Contract No. RFP-00456 Battery-Electric Transit Buses and Charging System with Proterra Inc. dated October 18, 2019 for the manufacture and delivery of Battery-Electric Buses, and the delivery and installation of a Charging System (the Agreement);

WHEREAS, Proterra Inc. fulfilled their obligations to manufacture and deliver sixty-nine (69) Battery-Electric Transit Buses ordered by the County under the Agreement;

WHEREAS, Proterra Inc. fulfilled their obligations regarding the delivery and installation of the Charging System, inclusive of seventy-five (75) charging units ordered by the County in the Agreement;

WHEREAS, Proterra Inc. filed for Chapter 11 bankruptcy protection, which resulted in the sale of the transit portion of its business to Phoenix Motor Inc.;

WHEREAS, on January 11, 2024 the sale of the transit portion of Proterra Inc. to Phoenix Motor Inc. by the Asset Purchase Agreement dated November 13, 2023 and authorized and approved by Order of the United States Bankruptcy Court for the Court of Delaware on or about January 09, 2024, was completed;

WHEREAS, pursuant to Article 19 (Consent of the County Required for Assignment), the County desires to grant its consent to the assignment of the Agreement from Proterra, Inc. to Phoenix Motor Inc.;

WHEREAS, Phoenix Motor Inc. proposed certain changes to the Contract as a condition of the assumption of the Agreement;

WHEREAS, the County desires to accept the changes mutually agreed to and contained herein;

Now therefore, the parties agree to the following:

1. Upon execution by all parties of this Supplemental Agreement No. 1, Phoenix Motor Inc. shall assume the obligations, duties, and liabilities, whether known or unknown, of Proterra, Inc. under the Agreement and shall be bound by the provisions, duties, liabilities, whether known or unknown, and obligations of such Agreement, except to the extent explicitly modified or amended under this Supplemental Agreement No. 1.
2. The warranty provisions outlined in Attachment A to the agreement are hereby deleted in their entirety and amended as follows:

- a. The warranty terms the sixty-nine (69) Battery-Electric Transit Buses contained within the Agreement shall be replaced with those warranty terms contained in Attachment 1. The warranty term start date shall be May 1, 2024.
 - b. The warranty terms for the Charging System, inclusive of seventy-five (75) charging units shall be three years from the original warranty start date, and shall be provided via a passthrough with POWER ELECTRONICS ESPAÑA, S.L.U. (PE). The warranty terms for the Charging System shall be replaced with those warranty terms contained in Attachment 2.
3. The sixty-nine (69) Battery-Electric Transit Buses delivered to the County shall be deemed accepted and the County shall execute any and all necessary documentation to memorialize acceptance as required by Phoenix Motor Inc.
4. The following obligation, contained in the Section 1.02 of Attachment A to the Agreement shall be stricken:
Each Charging system shall be designed to fully charge a minimum of ten (10) electric transit buses simultaneously in no more than four (4) hours and provide an operating range of at least 175 miles for each.
5. Phoenix Motor Inc. shall comply with the County's vendor registration requirements outlined in Article 31 of the Agreement.
6. Phoenix Motor Inc. shall, within ten (10) business days of the execution of a Supplemental Agreement, provide insurance documentation to the County in conformance with Article 10 of the Agreement.
7. Article 6 of the Contract is hereby updated to include the following contact information:
County Project Manager:
Carlos Delgado
Department of Transportation and Public Works
701 NW 1st Court
17th Floor
Miami, Florida 33136
Phone: 305-637-3709
Email: Carlos.delgado2@miamidade.gov
Contractor: John Dunn
Phoenix Motor Inc.
1 Whitlee Court
Greenville, SC 29607
Phone: (864)759-0411
Email: jdunn@phoenixmotorcars.com
8. Article 9 of the Contract is hereby updated to include the following information for submission of invoices and backup documentation: invsubp@miamidade.gov
9. The Effective Date of this Supplemental Agreement No. 1 shall be the parties' signature below, whichever is later.

In accordance with the above referenced Agreement, this Supplemental Agreement, when properly executed, shall become part of the Agreement.

All other terms, covenants and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to the above referenced County Agreement.

Assignor
By: Justin D. Pugh
Name: Justin D. Pugh
Title: CFO
Date: 3/11/24

Written Declaration: Pursuant to Florida Statute Section 92.525, under penalties of perjury, I declare that I have read the foregoing and preceding, and state as fact that I am authorized as a representative of Proterra Inc. to execute this Supplemental Agreement.

Miami-Dade County
By: _____
for
Name: Daniella Levine Cava
Title: Mayor
Date: _____

Attest: _____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Approved as to form
and legal sufficiency

Assistant County Attorney

Assignee
By: [Signature]
Name: Mike Finnern
Title: General Manager
Date: March 12, 2024
Attest: [Signature]
Corporate Secretary/Notary

Corporate Seal/Notary



ATTACHMENT 1 – TRANSIT ELECTRIC BUS WARRANTY TERMS

PHOENIX

WARRANTY MANUAL



SERVICE PARTS & WARRANTY POLICIES & PROCEDURES

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2 INTRODUCTION & DEFINITIONS

2.1 INTRODUCTION

The Warranty provided in this manual outlines the terms and conditions of the Bus Warranty, the Low Voltage Battery Warranty, and the Limited Battery Warranty. The Warranty described in this manual is Phoenix's standard warranty terms and may differ from the warranty in a Customer's individual contract with Phoenix. In the event of any conflict between the terms in the Warranty Manual and terms in the Customer's contract, the terms and conditions set forth in the Customer's contract shall govern.

2.2 DEFINITIONS

Available Energy - The amount of energy available between 0% state of charge ("SOC") and 100% SOC - This information can be obtained using the Phoenix diagnostic tool and a snapshot thereof must accompany any battery claims.

Authorized Provider – A business entity that is party to a Phoenix Authorized Warranty Provider Agreement or an approved Customer's Service Center

Bus - Phoenix battery electric transit bus

Bus Warranty - Phoenix bus new vehicle limited Warranty as described in Section 3.

Complete Vehicle – All components that make up the Complete Vehicle as delivered within the Phoenix Bill of Materials (BOM).

Configuration – The items selected as optional content by the Customer making up their Complete Vehicle.

Customer – The original purchaser/lessee.

Gross Discharge Throughput or GDT - The total energy discharged through the Battery System during its life, including energy from external chargers and energy recuperated from regenerative braking. The GDT will be tracked by the Battery Management System at the individual battery pack level and reported through the onboard vehicle telemetry system.

Limited Battery Warranty – the warranty provisions related to high voltage battery system as described in Section 4.

Low Voltage Battery Warranty – the warranty provisions related to the original 12/24V low voltage batteries as described in Section 3.3.1.

Nameplate Energy - The amount of energy stated in the specifications, bid proposal, and/or contract, divided by the number of battery packs (e.g., a 4-battery pack system at 400 kWh would have 100 kWh nameplate energy per battery pack).

Parts – Spare parts and materials purchased through Phoenix's Parts Operations.

Phoenix – Phoenix Motorcars, Inc., manufacturer of Phoenix EV Transit Buses and the guarantor of the Warranty terms herein.

Warranty – The warranty terms and conditions specified within this document.

Warranty Commencement Date - The date of Customer's acceptance of the Bus.

Warranty Period - The period of time commencing on the Warranty Commencement Date and ending on either (i) the last day of the number of years shown in the table below, or (ii) the date upon which the mileage or GDT limit for the Battery System shown in the table below is reached.

3 PHOENIX TRANSIT BUS COMPLETE VEHICLE LIMITED WARRANTY

Phoenix Cars LLC (“Phoenix”) warrants to the original purchaser/lessee (“Customer”) that its Phoenix Battery Electric Transit Bus will be free from defects in material and workmanship under normal use and when properly serviced. Phoenix agrees to repair or replace defective parts with either new, or re-certified parts when available, subject to the terms and conditions set forth herein. The final determination of required repairs or parts replacement shall be the sole discretion of Phoenix.

NOTE: This Bus Warranty does not include Phoenix High Voltage Battery Packs. Please refer to the Limited Battery System Warranty for the warranty terms related to the battery packs.

EXCEPT FOR THE OBLIGATIONS, WARRANTIES AND REPRESENTATIONS SPECIFIED HEREIN, PHOENIX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING.

Phoenix will reimburse the Customer for the parts and labor as published in the Phoenix Standard Repair Time Guide (“SRT”) and shall follow local ordinances as necessary and if applicable in accordance with the terms of this warranty and the purchase/lease agreement, along with associated freight costs to provide required replacement parts during the warranty period identified below.

Warranty repairs may be performed by the Customer, Authorized Provider, Phoenix, or any combination thereof and must adhere to the terms and conditions outlined in the following statement of warranty. All components replaced under the warranty are exclusive property of Phoenix Cars LLC and must be returned following the procedures set forth in the “Part Return” section of the Phoenix Warranty Manual.

Phoenix, at its sole discretion or as part of a Phoenix Service Plan, may perform warranty repairs at the Customer location. Costs associated with these repairs will be at the expense of Phoenix during standard operating hours. Emergency afterhours warranty support may be provided at the request of the Customer for a fee. See Phoenix Service Support Plans for more information.

At Phoenix, safety is of the utmost importance for our customers and our employees. Therefore, we require the Customer to have and maintain the necessary safety equipment at the Customer’s site, in accordance with state and local OSHA regulations. If a Phoenix employee or an Authorized Provider perform repairs on behalf of the Customer, all necessary safety equipment shall be made available for Phoenix employees or Authorized Provider’s use when performing or assisting with repairs at the Customer’s location. This includes but is not limited to fall restraints, special tools, proper lifting equipment, and jack stands.

Phoenix employees will not be permitted to perform any repairs without the necessary equipment being provided. It is Customer’s responsibility to provide the necessary equipment to perform both warranty and non-warranty repairs. Phoenix is not responsible for downtime attributed to lack of

facilities or equipment necessary to perform repairs. Furthermore, Phoenix shall only perform repairs for Customer at Customer's location unless Phoenix agrees in writing to perform the repairs elsewhere.

3.1 STANDARD BASE WARRANTY TERMS

This section includes manufactured or assembled components and systems, including some purchased assemblies listed below. All warranty repairs are to be performed by the Customer, or Authorized Provider, and must adhere to the terms and conditions outlined in the following statement of warranty.

<p>Phoenix Complete Vehicle Limited Warranty</p> <p>1 Year / 50,000 Miles, whichever occurs first.</p>	<p>Coverage includes all components and workmanship provided with the Complete Vehicle from the factory.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Normal maintenance items or wearable items including, but not limited to, brake pads, filters, light bulbs, fuses, circuit breakers, bushings, or any consumable items that are the sole responsibility of the Customer. • Customer Provided Equipment or Parts, including but not limited to, cameras, fare boxes, counters, and ITS components. • Alignments • Adjustments and/or loose hardware after the first 90 days following vehicle acceptance. • Lack of maintenance and/or physically damaged components.
<p>Phoenix Transit Bus Body Warranty (Unitized Composite Body)</p> <p>12 Year / 600,000 Miles, whichever occurs first.</p>	<p>This warranty covers defects that occur in the structural layers of the bus body, including the laminate and balsa core.</p> <p>This warranty does not cover defects to non-structural members, including without limitation superficial cracks in the gel coat or skin coat surface layers of the bus body.</p> <p>For more information regarding gel coat and skin coat cracks, please refer to the Phoenix Gel Coat Crack Inspection Guidelines available from your Service representative.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Non-structural members. • Physical damage due to accidents or other impacts. • Modified/Repaired components that were damaged and repaired after collision.

<p>Vehicle Structural Warranty</p> <p>3 Year / 150,000 Miles, whichever occurs first.</p>	<p>Includes the structural elements of the following: Suspension, Front & Rear, Powertrain Cradle, Including Support Members, ECAB and Driver's Overhead frame.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Physically damaged components due to accidents or other impacts. • Modified/Repaired components that were damaged and repaired after collision.
<p>Phoenix Datalogger Limited Warranty</p> <p>12 Years / 600,000 Miles, whichever occurs first.</p>	<p>Coverage is limited to the Datalogger unit and the ability to capture and deliver information used in the troubleshooting of the vehicle</p>

3.2 STANDARD MAJOR COMPONENT WARRANTY TERMS

This section includes major components purchased and installed by Phoenix and is guided by the manufacturer warranty. Each item listed in the Section below is covered for 2 years or 100,000 miles (160,934 Kilometers), whichever occurs first. Where applicable, superior warranties offered by a component manufacturer will be passed on to the customer. These warranties shall not be administered by Phoenix. All warranty repairs are to be performed by the Customer, or Authorized Provider, and must adhere to the terms and conditions outlined in the following statement of warranty.

Propulsion System Warranty	<p>System Components including but not limited to; Traction Motor, Traction Motor Inverter, Transmission, Drive Shaft, Output Flange, Differential, Gearboxes, Planetary Sets, and Axle shafts, Oil pump(s), and all internally lubricated parts.</p> <p>Excludes:</p> <ul style="list-style-type: none">• Consumable items including but not limited to Oil, Coolant, and Lubrication• Lack of maintenance and/or physically damaged components
HV Power Electronics and HV Cooling Warranty	<p>System Components including but not limited to, VFD, DC-DC, HV Junction Box, Radiator, and Battery Coolant Pump(s), Contactors, Shunts and Buss Bars.</p> <p>Excludes:</p> <ul style="list-style-type: none">• Consumable items including but not limited to Coolant and Fuses• Lack of maintenance and/or physically damaged components
HVAC Warranty	<p>System Components including but not limited to, Condenser, Compressor, Controller, HVAC Inverter, Evaporator, Receiver/Drier, Blower Fan, Ducting, Thermostat/Thermistor, HVAC VFD, and related Sensors and Switches.</p> <p>Excludes:</p> <ul style="list-style-type: none">• Maintenance items/filters• Debris from external sources (e.g., leaves, dust/dirt)• Routine Recharge/System Tests• Lack of maintenance• Physically damaged components
Control Systems & Driver Convenience Warranty	<p>System Components including but not limited to, ZR Vehicle Controller, Multiplex, Powertrain Controller, D-MUX, Charge Controller, WCCM (Pantograph), Ride Height Controller, Body Controller, Defroster and Blower Motor, Driver Workplace Controls and Switches,</p> <p>Excludes:</p> <ul style="list-style-type: none">• Modifications to system architecture• Physically damaged components

Chassis System Warranty	<p>System Components including but not limited to, ABS Controller, Air Bags, Ride Height Linkage/Sensors, Ride Height Controller, Ride Height Manifold, Air Compressor, Air Dryer, Brake Calipers, Wheel Speed Sensors, Power Steering Motor and Pump, Steering Linkage and Gear.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Air Compressor Filter & Oil Separator Maintenance • Consumable or Wear items including but not limited to Shocks, Oil, Coolant, and Lubrication • Lack of maintenance • Physically damaged components
Auxiliary Heater Warranty	<p>System Components limited to added components within the Auxiliary Heating Option if selected by the Customer. This includes, Auxiliary Heating Unit, Aux. Heat Fuel System Components, Aux. Blower Motor(s), Aux. Ducting, Aux. Thermistor(s), and Aux. Control(s) as equipped per specification.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Maintenance items/filters • Debris from external sources (e.g., leaves, dust/dirt) • Lack of maintenance • Physically damaged components
Configuration Package Warranty	<p>Subsystem Components including but not limited to, Wheelchair Access Ramp(s), Wheelchair Securement System(s), Door System(s), Windows, Destination Signs, Fire Suppression System, and Seating. This includes associated components within each system ordered and identified by the Sales Contract.</p> <p>This is contract-specific coverage based on Customer's selected Options.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • Glass breakage, wear, and tear • Refilling and/or certification of fire suppression bottles • Seat Covers and Upholstery • Physically damaged components

3.3 WARRANTY EXCLUSIONS, LIMITATIONS, AND INVALIDATIONS

The following conditions are not covered by this Bus Warranty:

- Alteration or modification of any part of the Product with any third-party item,
- Misuse or negligent use of the Bus, including but not limited to Customer's, or a third-party's, failure to follow Phoenix's Operator, Parts, or Maintenance Manuals,
- Intentional or accidental collision and/or other physical damage,
- Acts of nature, including, without limitation, fire, explosion, earthquake, windstorm, lightning, hail, hurricane, flood, or any level of water at or over the wheel rim,
- Neglect or failure to perform the Preventative Maintenance as outlined in the maintenance documentation for the Bus,
- Unauthorized use or operation outside of the terms and conditions of the applicable purchase/lease contract,
- Improper maintenance and repair, or
- Intentional acts of destruction, tampering or vandalism,
- Adjustments and alignments,
- Normal maintenance items or wearable items including, but not limited to, brake pads, filters, lightbulbs, fuses, circuit breakers, bushings, or any consumable items,
- Oil, coolant, refrigerant, and other fluids are not covered except when used in conjunction with a covered repair as identified in the Phoenix Service Manual,
- Any physical damage to Bus or parts while in transit to Customer site. This includes shipping damage by carrier delivering a bus. Any damage incurred while in transit will require a claim being filed to the transportation company,
- Body paint and/or vehicle wraps are not covered by this Warranty. The application of paint or wrap to the Vehicle exterior varies according to each purchase agreement. Coverage will be in accordance with the selected options and vendor products. Please refer to the Purchase Agreement for more information,
- Superficial gel or skin coat cracks found in the surface layer of the unitized composite bus body.
- Facility or shop charges to perform repairs. This includes, but is not limited to, shop supply charges, bay rental fees, equipment rental, or any other shop or tool expense.

3.3.1 LOW VOLTAGE BATTERY POLICY

Phoenix warrants the original 12/24V low voltage batteries during the first 90-day period upon delivery of the Bus and is not extendable. No claims for these batteries will be accepted after the original 90-day period.

For approved low voltage battery replacements during the Low Voltage Battery Warranty, Customer shall acquire a replacement battery at their local vendor and submit for reimbursement through the Warranty Claim submission process outlined within Section 6 of this document. Phoenix will not sell nor ship low voltage batteries through its Service Parts Operation.

Any subsequent battery failures on batteries replaced during the Low Voltage Battery Warranty will be subject to the warranty terms provided by the local battery vendor.

4 PHOENIX LIMITED BATTERY SYSTEM WARRANTY

Subject to the terms, conditions and limitations set forth in this Battery System Limited Warranty (the “Warranty”), including, without limitation, the Approved Use Conditions, Phoenix Cars LLC (“Phoenix”) warrants to the original purchaser or lessee (individually or collectively, the “Customer”) that its high voltage Battery Pack System (the “Battery Pack”) (i) will be free from defects in materials and workmanship, and (ii) will meet the retained energy commitment shown below.

This Warranty covers the parts, labor (if applicable and in accordance with the terms of this Warranty and/or any purchase or lease agreement), and freight costs incurred during the Warranty Period.

The Battery Pack may not be serviced by the Customer, or any third-party maintenance provider, without having completed the proper factory training and have successfully been certified by Phoenix to service the Battery Pack. Any servicing of the Battery Pack by the Customer, or any third-party maintenance provider, without having become Phoenix-Certified will void the Warranty. Phoenix, or a Phoenix-Certified technician, will perform all necessary repairs to the Battery Pack.

NOTE: For Low Voltage 12/24V batteries, please see Low Voltage Battery Policy in the previous section within the Phoenix Bus Vehicle Limited Warranty.

4.1 STANDARD BATTERY SYSTEM LIMITED WARRANTY TERMS

Battery - Base Materials and Workmanship - 6 Year	Coverage to include all materials, components, and workmanship of the Battery Pack to be free of defects for 6 years or 600,000 miles, whichever comes first.
Battery - 70% State of Health - 6 Year	Available Energy of 70% or higher of Nameplate Energy per Battery Pack for 6 years, 600,000 miles, or 200MWh of Gross Discharge Throughput per Battery Pack, whichever comes first. As shown by the Phoenix Diagnostic Tool as Battery State of Health (SOH)

4.1.1 COMPONENTS INCLUDED IN THE LIMITED BATTERY PACK SYSTEM WARRANTY

This Limited Battery System Warranty includes the following Battery Pack components:

- Battery Modules
- Battery Management System (BMS)
- Internal Battery Cooling System
- Battery Pack Enclosure
- Electrical, Mechanical, and Thermal Interfaces internal or directly affixed to the Battery Pack Enclosure
- Manual Service Disconnect (MSD)

4.2 WARRANTY EXCLUSIONS, LIMITATIONS, AND INVALIDATIONS

This Limited Battery System Warranty does not cover any malfunctions, failures, imbalance, or losses directly or indirectly caused by, due to, or resulting from abuse, misuse, negligence, accident, neglect, or improper maintenance, operation, storage or transport, or wear or deterioration arising from, without limitation, any of the following events:

- Alteration or modification of the Battery System or combination of the Battery System with any third-party components, software, or other items, unless expressly agreed to in writing by Phoenix,
- Any parts not internal to the Battery Pack
- Failure to adhere to the Approved Use Conditions,
- Failure to adhere to the liquid cooling protocol set forth in the Interface Control Manual, including but not limited to the Buyer's use of a coolant type with a 50/50 volume fraction ethylene glycol,
- Any attempt, including, without limitation, physical alteration, programming, or other methods, to extend or otherwise manipulate the life of the Battery System,
- Any physical or digital unauthorized access to the vehicle or Battery System from any source, including but not limited to non-Phoenix parts or accessories, third-party applications, viruses, bugs, malware, or any other form of interference or cyber-attack,
- Accidents, collisions, or objects striking the vehicle,
- Exposure of the Battery System to direct flame,
- Intrusion of water into Battery System due to submersion in a large amount of water (e.g., lakes, rivers, flooding, etc.),
- Acts of nature, including, without limitation, fire, explosion, earthquake, windstorm, lightning, hail, hurricane, flood, or deep water,
- Use of the vehicle as a stationary or secondary power source,
- Failure to properly perform the preventative maintenance set forth in Phoenix's standard maintenance and repair documentation,
- Unauthorized access, maintenance or repair by Customer, a third-party maintenance provider, or other individual(s),
- Theft or vandalism,
- Storage of an uninstalled or unmounted Battery System in an outdoor environment, regardless of whether the Battery System is contained in a shipping container or other packaging,
- Violation of the terms of this Limited Battery Warranty.

4.2.1 LIMITATIONS AND DISCLAIMERS

THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE BATTERY SYSTEM. EXCEPT EXPRESSLY AS SET FORTH HEREIN, PHOENIX EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE QUALITY OR PERFORMANCE OF THE BATTERY SYSTEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

4.2.2 APPROVED USE CONDITIONS

THIS WARRANTY IS SUBJECT TO CUSTOMER'S COMPLIANCE IN ALL RESPECTS WITH THE FOLLOWING APPROVED USE CONDITIONS, OR ANY CONDITION IN THE PURCHASE OR LEASE AGREEMENT RELATED TO USE CONDITIONS, DURING THE ENTIRE WARRANTY PERIOD. ANY NON-COMPLIANCE WITH THE APPROVED USE CONDITIONS WILL VOID THIS WARRANTY.

State of Charge (SOC) Conditions for a Battery System while in Storage	<p>While the Battery System is installed in a vehicle which is in storage, the Battery System's SOC shall be between 5-50% if the storage period exceeds one (1) month.</p> <p>If the Battery System is removed from a vehicle, the Battery System must have a SOC between 5-50% at the time of removal and the Battery System shall not be uninstalled for more than one (1) month.</p> <p>The SOC is the amount of energy in the Battery System, expressed as a percentage of available capacity of the Battery System as stated in the BMS.</p>
Environmental Conditions for Battery System and Vehicle Storage	<p>A climate-controlled facility is recommended to store an uninstalled Battery System or an out-of-service vehicle with an installed Battery System. If a climate-controlled facility is unavailable, the following environmental conditions are required:</p> <p>1) Prior to and/or after installation in a vehicle, the Battery System shall not be subjected to ambient temperatures above +30°C for a total of one-hundred and eighty (180) days or above +40°C for a total of ninety (90) days. This restriction does not apply if the Battery System is being charged and conditioned through the Battery Thermal Management System (BTMS).</p> <p>2) In no event shall the Battery System or vehicle be subject to temperatures above 60° C or below -30° C for more than twenty-four (24) hours.</p>
Battery Thermal Management System (BTMS)	<p>Following the Battery System's installation in a vehicle, the Battery System must be conditioned by the BTMS during operation (driving or charging). If the BTMS is not functional for any reason, the vehicle must be removed from service.</p>
Packaging/Plugs	<p>If the Battery System is not installed in or removed from a vehicle, the Battery System must be stored with the plugs intact in the same manner as when the Battery System was delivered.</p>
Minimum Operational SOC	<p>The vehicle shall not access energy below 3% SOC, as measured by the BMS, more than five (5) times in any rolling twelve (12) month period during the Warranty Period</p>

4.2.3 BATTERY SYSTEM WARRANTY REPAIRS

All warranty claims will be administered and processed with Phoenix's sole and absolute discretion. Warrantable defects may be addressed using software updates and/or replacing parts and assemblies with identical or equivalent substitutes, including factory reconditioned components. If a Battery System is replaced due to failure to meet the Available Energy requirement, Phoenix will supply a replacement Battery System with enough Available Energy to meet the coverage specified in the original Warranty. In its sole discretion, Phoenix reserves the right to upgrade parts or assemblies with the latest models of equal or greater performance.

To submit a warranty claim, the Customer must provide information regarding the failed component(s) and submit a warranty claim form as directed in the Phoenix Warranty Manual section 6. Phoenix will inspect the failed component(s) and supporting documentation to determine whether the warranty claim is valid.

Phoenix shall own without restriction any Battery System or system components that are removed or replaced under this Warranty.

5 WARRANTY COMMENCEMENT

All Phoenix standard limited Warranty terms start on the date of acceptance for each Bus in accordance with the terms of the applicable purchasing agreement.

Phoenix administers the warranty process, and all warranty claim approvals are at the sole and absolute discretion of Phoenix.

5.1 DELAYED WARRANTY START

A delayed warranty start period shall extend the Warranty up to an additional sixty (60) days beyond the stated expiration of the Warranty under this Manual ("Delayed Warranty Start Period") and may be granted to a Customer on a case-by-case basis. If a Customer wants a Delayed Warranty Start Period for a specific Bus, the Delayed Warranty Start Period must be included in the purchase agreement between Phoenix and Customer for each Bus that requires a Delayed Warranty Start.

This Delayed Warranty Start Period will allow for Customer to install any necessary equipment, have graphics applied, or any other service readiness activities. For Delayed Warranty Start Period approval, the Customer must apply for this added time as part of the purchase agreement for the Product.

6 WARRANTY CLAIM PROCEDURE

In connection with any claim brought under this Warranty, the Customer must submit a completed Phoenix Warranty Claim Form along with a copy of their internal work order, showing technician punch times, and any additional applicable documentation. All claims are to be filed with Phoenix within 30 days of the completion of the repairs. Claims received after 30 days are subject to a 25% filing penalty and will not be accepted after 90 days.

All removed parts and materials during a warranty transaction must be labeled by the Customer with VIN and Repair Order number and retained for a minimum of thirty (30) days from the claim approval date. Phoenix may perform an inspection of the failed component and supporting documentation to make a claim determination. Phoenix will not provide any compensation, labor, repairs, or replacement part to the Customer without the above documentation.

Parts will be requested by issuing a Return Material Authorization (RMA) to the repair facility (see Section 7.2.1). Phoenix has the right to request parts at any time within the 30 days of the claim approval date, but any parts or materials not requested within that 30 days may be scrapped. If scrapped the part must be rendered inoperable and ensure that it cannot be reinstalled on a Bus.

Phoenix reserves the right to adjust the approved claim amount to align with the current published Phoenix Standard Repair Time guide if excess amounts are claimed without prior authorization from Phoenix (see Section 6.2).

NOTE: Towing coverage is only reimbursed during the initial Complete Vehicle Limited Warranty for 1 Year/ 50,000 miles, whichever occurs first. All towing claims must be accompanied by the warranty repair work order and the towing invoice from the towing provider. Phoenix will not pay mark-up on any sublet claims.

For assistance with any warranty claim transactions, please email TransitWarranty@phoenixmotorcars.com for support. Please include vehicle VIN, current odometer, unit number, claim number and/or invoice in your correspondence.

6.1 HOW TO FILE A WARRANTY CLAIM

To file a warranty claim, follow the link below to our online claim form.

<https://app.smartsheet.com/b/form/76899aeee123496a90f8759a7ee51dbe>

All claims are subject to review and approval by the Phoenix Warranty Department. All claims must be filled out in their entirety in accordance with this Agreement. Each claim must have a completed online claim form and needs to include the following information:

- Provide complete contact information,
- Include the Bus or Charger VIN / Serial Number,
- Provide the failure date and mileage,
- Provide detailed description of the issue,
- Provide a detailed description of the resolution,
- Supporting documentation for all claimed labor hours allowed per the Standard Repair Times (SRT) guide,

- Include all parts and miscellaneous expenses associated with the repair,
- Include a copy of the Shop Work Order and any applicable supporting documentation like the latest preventative maintenance records,
- Return all requested parts per Parts Return Process, retain non-return parts for 30 days.

6.2 PRIOR AUTHORIZATION CODES

A Prior Authorization Code (PAC) is required when diagnostic time exceeds two (2) hours or when repair time exceeds the time allowed in the Phoenix Standard Repair Time (SRT) guide. This guide can be found in the Bus Maintenance Manual or the standalone Phoenix Standard Repair Time Guide.

1. To obtain a Prior Authorization Code (PAC), please contact your Phoenix Field Service Representative (FSR). This is required for approval on any claim that:
 - a. Customer is requesting more than two (2) hours of diagnostic time.
 - b. Customer is requesting more time than allowed in the Phoenix Standard Repair Time (SRT) Manual.
2. Subject to FSR approval, a PAC must be submitted with and notated on your warranty claim application or requested labor hours will be adjusted to comply with the appropriate SRT and diagnostic time limitations as described herein.

6.3 REIMBURSEMENT FOR WARRANTY LABOR

Phoenix will reimburse the Customer for labor spent conducting approved repairs under this Warranty at Customer's approved Warranty Labor Rate with the following provisions:

- Customer must provide an initial Warranty Labor Rate Application (refer to related documents list section in the Appendix of this document).
- Future increases of the Customer Warranty Labor Rate must be justified in writing and a new application submitted. It is at Phoenix's sole discretion to accept or decline a requested change based on market value of like services in the area.
- Customer's Warranty Labor Rate will NOT automatically increase with Customer's normal rate increases without submission and approval of a new application.

6.4 REIMBURSEMENT FOR WARRANTY PARTS

Phoenix reserves the right to provide replacement parts for covered repairs at no charge.

Phoenix reserves the right to send remanufactured, or recertified, components when available.

All purchased Warranty replacement parts must have been purchased from Phoenix and will be reimbursed at the full purchase price. A copy of the Phoenix sales order is required when requesting part reimbursement on a Warranty Claim. For parts pulled from Customers' inventory, Phoenix may send a replacement component in return, unless otherwise specified in the terms and conditions of the sales order or contract.

NOTE: Phoenix reserves the right to invoice the Customer and access a fee for claims where a returned part passed inspection and was deemed as "No Problem Found".

For questions regarding coverage, please email TransitWarranty@phoenixmotorcars.com.

6.5 REIMBURSEMENT FOR WARRANTY PART FREIGHT CHARGES

If Customer has incurred freight expenses for a covered repair, Phoenix will reimburse the actual cost of the freight as part of the approved Warranty claim. A copy of the original sales order with freight is required.

6.6 AFTERMARKET PART WARRANTY

Phoenix warrants that all Aftermarket Parts are free from defects in workmanship and operation for a period of ninety (90) days from the date of receipt, unless otherwise noted.

Certain components carry a twelve (12) month guarantee and are identified at point of sale. These components include, but are not limited to, Pneumatic System Air Compressor, Traction Motors, Traction Motor Inverters, Transmissions, Axles and Planetary Assemblies, etc.

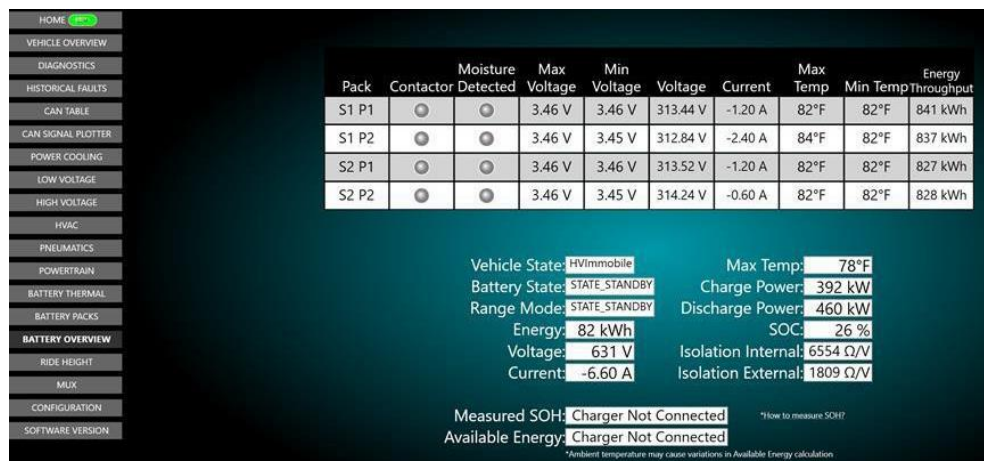
Claims under this Aftermarket Part Warranty provide for Parts-Only coverage. This means that no labor reimbursement is available, and Phoenix will provide another part at no charge. Phoenix will also cover the Standard Freight charges for covered parts. See section 7.2 for more information on how to submit an Aftermarket Part request.

6.7 HOW TO FILE A BATTERY STATE-OF-HEALTH WARRANTY CLAIM

When submitting a claim for battery replacement under the Limited Battery System Warranty “State-of-Health” term, a screenshot from the Phoenix Diagnostic tool (like the one below) is required and the “Measured SOH” must be below the percentage stated in section 4.1.

To obtain the current state-of-health (SOH) from your battery pack follow the steps below:

1. Connect the Phoenix Diagnostic Tool to the vehicle prior to the charger being plugged in, the tool will display “Charger Not Connected.”
2. Plug the charger into the vehicle to begin charging. The tool will display “Calculating...” in both the “Measured SOH” and “Available Energy” fields.
3. After charging for some time, a value will be displayed in both the “Measured SOH” and “Available Energy” fields.
4. Once the batteries have been fully charged the “Measured SOH” and “Available Energy” fields will display final values.
5. Capture a screenshot to submit with your warranty claim.



6.8 MICHELIN TIRE WARRANTY

As the original purchaser of a MICHELIN® brand truck tire, you are covered by all the benefits and conditions (subject to the maintenance recommendations and safety warnings) contained in this Section. To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the Safety and Maintenance Recommendations for your tires. A Tire Registration Card may be found at www.michelinman.com/US/en/register.html

6.8.1 WHAT MICHELIN COVERS AND FOR HOW LONG:

Except as limited below, MICHELIN® Truck Tires bearing the Michelin name and complete serial or identification numbers, used according to the instructions contained in this Operator's Manual, are covered by this limited warranty against defects in workmanship and materials for original tread life or 7 years from the date of purchase, whichever occurs first. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions below. At that time, all warranties, express or implied, expire.

6.8.2 DEFINITIONS:

The life of the original usable tread is the original tread down to the level of the tread wear indicators – 2/32nd of an inch (1.6 mm) of tread remaining. * Date of purchase is documented by new vehicle registration (This would be the Phoenix Acceptance Date) or tire sales invoice. If no proof of purchase is available, coverage will be based on the date of manufacture, as molded on the sidewall.

The date of manufacture is based on the original Michelin DOT** number molded on the tire sidewall. The mileage received will be based on fleet records. Replacement will be made in accordance with the terms and conditions described under "HOW REPLACEMENT CHARGES ARE CALCULATED".

6.8.3 WHAT IS NOT COVERED BY MICHELIN'S WARRANTY:

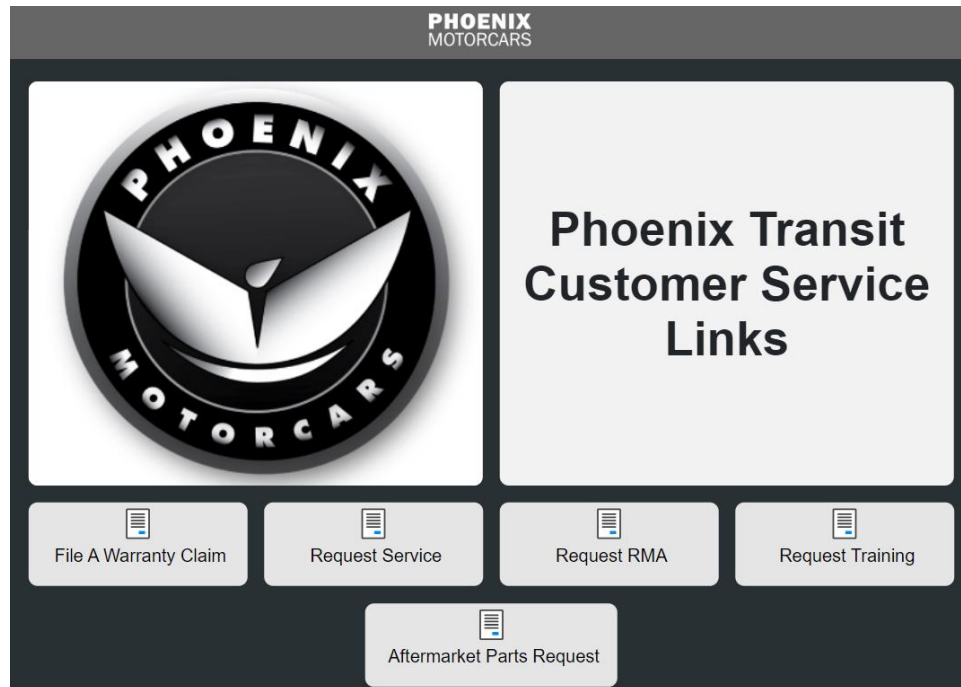
Tires which become unserviceable due to:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Incorrect mounting of the tire, tire/wheel imbalance, improper retread or improper repair;
- Misapplication, improper maintenance, racing, overload, under inflation, over inflation or other abuse resulting in casing damage or fatigue;
- Accident, fire, chemical corrosion, contamination, tire alteration or vandalism;
- Flat spotting caused by improper storage;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide;
- Uses other than long haul service for any extended casing guarantee claims;
- Uneven or rapid wear caused by mechanical irregularity in the vehicle, such as wheel misalignment or worn/damaged suspension components, resulting in damage to the under-tread, carcass or steel belts.

Contact your local Michelin representative if additional information is needed.

7 PHOENIX CUSTOMER SERVICE SUPPORT

Should you have any questions regarding Service, Aftermarket Parts, Training, or Warranty you can access the [Phoenix Transit Customer Service Support Links](#) page. There you will find the helpful links listed below.



7.1 PHOENIX SERVICE SUPPORT

To obtain onsite support for Warranty and Non-Warranty items, please fill out an online request form by visiting the [Phoenix Transit Customer Support Request](#) page.

If repairs required are not covered under an applicable Warranty, and Customer would like to have Phoenix conduct the repairs, Phoenix will invoice the Customer for onsite support at the current labor rate for Non-Warranty repairs and may include applicable travel expenses to Customer's site. Customer must provide a purchase order number before work can commence.

7.2 PHOENIX AFTERMARKET PARTS

Phoenix Aftermarket Parts utilizes an online form to log and maintain visibility for all requests to ensure the highest standards of customer satisfaction. This form can be used for quotes, orders, part warranty requests, part identification assistance or other requests such as tracking or order status inquiries. Please fill out a request by visiting the [Phoenix Transit Aftermarket Parts Request](#) page.

7.2.1 PART REQUEST PROCEEDURE

To begin a request, select the type of request and follow the prompts to add details regarding your request. Please provide as much information as possible including any VIN and part numbers available. You can also upload files such as pictures, manual screenshots or PO's directly in the form. You can opt to receive a copy of your request by email for your records at the end of the form.

Once submitted, you will receive an email response. Throughout your request process you may receive several emails, including:

- Request in process – You will receive an email letting you know our team is working on your request. More information will follow as soon as it is available in subsequent emails.
- Update notification – This notification will be sent if there is an update to your request prior to completion.
- Engineering/supplier support – You will receive a notification if our team has determined that further engineering or supplier information is required.
- Request completed – This notification will include details of your completed quote, order, part identification or warranty request.

7.2.2 PARTS WITH CORE RETURN REQUIREMENTS

Customer has thirty (30) days to return any parts that are identified as “Core” parts or will be charged the applicable “Core Charge” to act as a deposit until the removed core is returned for exchange.

8 APPENDIX

8.1 RELATED DOCUMENTS LIST

These documents were made available in the Phoenix Transit warranty welcome letter or on request:

CS-OTH-023 Delayed Warranty Start Form

CS-OTH-001 Phoenix Authorized Warranty Provider Agreement

CS-WI-016 Electronic Warranty Claim Submission Process 2.0

CS-WI-002 Phoenix Standard Repair Time Guide

CS-WI-021 Prior Authorization Code (PAC) Process

CS-WI-022 Phoenix Diagnostic Tool Battery SOH Calculation Guide

CS-WI-023 Gel Coat Crack Inspection Guidelines - Ver.1.0

ATTACHMENT 2 – CHARGING SYSTEM WARRANTY TERMS

Exhibit B

Electric Mobility General Warranty



MDC034

1. Products covered by this General Warranty.

- Commercial product range: NB120, NB240, Slim Dispenser, Cooled Dispenser, NB POD, NB Wall, NB City.
- Industrial product range: NB Station LV, NB Station MV, NB180, Depot Dispenser.

2. Warranty Conditions and Warranty Period.

The product covered by this warranty (The Product) manufactured by Power Electronics (the Seller), has a warranty period of **THREE (3) years** from the warranty starting date (as stated on annex A), against any defect which can be directly and exclusively attributed to design, workmanship or material defect, if those faults or defects are identified within the warranty period.

El producto cubierto por esta garantía (El Producto) fabricado por Power Electronics (el Vendedor), tiene un período de garantía de TRES (3) años a partir de la fecha de inicio de la garantía (como se indica en el anexo A), contra cualquier defecto que pueda atribuirse directa y atribuido exclusivamente a defectos de diseño, mano de obra o materiales, si esos fallos o defectos se identifican dentro del período de garantía.

In application of this warranty, the Seller commits to repair or replace the faulty parts, depending on the kind of fault, with new or reaconditioned parts. In case of fault or defect, the Buyer shall notify the Seller in writing, by means of their Technical Service representative, of the presence of any fault or defect within 5 days from the date the Buyer knew, or should have known of the fault, or defect. Failure to notify the Seller of any fault or defect in a timely manner may result in further damage to the equipment and possible non-validity of this general warranty with respect to the faulty Product, provided, however, that this warranty shall remain valid to the extent of the Buyer's failure to notify the Seller of any fault or defect does not cause any additional material damage or defect to the Product.

En aplicación de esta garantía, el Vendedor se compromete a reparar o reemplazar las piezas defectuosas, dependiendo del tipo de fallo, con piezas nuevas o reacondicionadas. En caso de fallo o defecto, el Comprador deberá notificar por escrito al Vendedor, por medio de su representante del Servicio Técnico, la presencia de cualquier fallo o defecto dentro de los 5 días a partir de la fecha en que el Comprador conoció o debió conocer el fallo o defecto. Si no se notifica al Vendedor cualquier fallo o defecto oportunamente, se pueden producir daños adicionales en el equipo y una posible invalidez de esta garantía general con respecto al Producto defectuoso, siempre que esta garantía siga siendo válida en la medida en que el Comprador no notifique al Vendedor cualquier fallo o defecto aunque no cause ningún daño material adicional o defecto al Producto.

This warranty is transferable upon Notice to the Seller, but only for the remaining warranty period. In the event of a transfer, transferee shall be subject to the same limitations and obligations as the original purchaser. Warranty transfers with no previous communication can cause warranty void.

Esta garantía es transferible mediante Notificación al Vendedor, pero solo por el período de garantía restante. En el caso de una transferencia, el cesionario estará sujeto a las mismas limitaciones y obligaciones que el comprador original. Las transferencias de garantía sin comunicación previa pueden anular la garantía.

The Seller shall, at their discretion, forfeit all warranty rights of the Buyer if the total amount of the contract has not been achieved in accordance with the agreed conditions. The validity of this general warranty is subject to the full achievement of the total amount of the supply contract.

El Vendedor perderá, bajo su responsabilidad, perderá todos los derechos de garantía del Comprador si el importe total del contrato no se ha alcanzado de acuerdo con las condiciones acordadas. La validez de esta garantía general está sujeta al cumplimiento total del montante total del contrato de suministro.

This warranty exclusively includes the repair of defects and/or replacement of faulty parts and components on our own manufactured products under Seller's brandname.

Esta garantía incluye exclusivamente la reparación de defectos y / o el reemplazo de piezas y componentes defectuosos en nuestros propios productos fabricados bajo la marca del Vendedor.

This warranty always frees the Seller from having to answer to faults which occur after the warranty period. If the Buyer requires any support from Seller when the warranty period has expired, the Product can be repaired or replaced under quotation acceptance by either the Buyer or any other subsequent owners.

Esta garantía siempre libera al Vendedor de tener que responder a fallos que ocurran después del período de garantía. Si el Comprador requiere algún soporte del Vendedor cuando el período de garantía ha expirado, el Producto puede repararse o reemplazarse bajo la aceptación de la cotización por parte del Comprador o de cualquier otro propietario posterior.

The repair or replacement of a faulty equipment at arrival will not modify the initial date of the warranty period for the Product. In the event of replacement of defective Products or parts thereof, title to the defective Product or part shall transfer to the Seller upon delivery of the replacement Product or part to the applicable project site.

La reparación o la entrega del reemplazo de un equipo defectuoso no modificará la fecha inicial del período de garantía del Producto. En caso de reemplazo de los Productos defectuosos o o parte defectuosa, el certificado se transferirá al Vendedor al momento de la entrega en el proyecto correspondiente.

No other warranties, express or implied, are made with respect to the Products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or equipment availability. In any case, the Buyer's right to damages shall be limited to a maximum amount equal to no more than the value of the faulty or defective Products.

No se hacen otras garantías, explícitas o implícitas, con respecto a los Productos, incluidas, entre otras, cualquier garantía implícita de comerciabilidad o adecuación para un propósito particular o disponibilidad de equipos. En cualquier caso, el derecho del Comprador a daños y perjuicios se limitará a una cantidad máxima igual a no más que el valor de los Productos defectuosos o defectuosos.

The terms of this general warranty could be conditioned upon their incorporation in a contractual agreement between the Seller and the Buyer and could be subjected to modification when incorporated therein.

Los términos de esta garantía general podrían estar condicionados a su incorporación en un acuerdo contractual entre el Vendedor y el Comprador y podrían estar sujetos a modificación cuando se incorporen al mismo.

This general warranty does not affect your existing, statutory rights and is subject to the laws of the country in which the first purchase of the device was made by the end-user from the Seller and applies only to this country.

Esta garantía general no afecta sus derechos legales vigentes y está sujeta a las leyes del país en el que el usuario final realizó la primera compra del dispositivo al Vendedor y se aplica solo a este país.

3. Warranty Limitations / Limitaciones de la garantía

The warranty shall not cover to any Products whose claims or defects are caused by:

La garantía no cubrirá ningún Producto cuyos reclamos o defectos sean causados por:

- i. failure to observe the Seller's instructions regarding transport, installation, functioning, maintenance and storage of the Product,
incumplimiento de las instrucciones del Vendedor con respecto al transporte, instalación, funcionamiento, mantenimiento y almacenamiento del Producto,
- ii. failure to commission the Product within six (6) months from the warranty starting date, or if the Product has been commissioned, shutting down or depowering the Product for a period in excess of six (6) months. In case of the Buyer plans to store the Product prior to commissioning or to depower the Product after commissioning, should contact to the Seller in order to ask for long term storage instructions.
no poner en marcha el Producto dentro de los seis (6) meses a partir de la fecha de inicio de la garantía, o si el Producto ha sido puesto en marcha, o apagar el Producto por un período superior a seis (6) meses. En caso de que el Comprador planea almacenar el Producto antes de la puesta en servicio o desactivar el Producto después de la puesta en servicio, debe comunicarse con el Vendedor para solicitar instrucciones de almacenamiento a largo plazo.
- iii. careless or improper use of the products covered by this warranty.
uso descuidado o inadecuado de los productos cubiertos por esta garantía.
- iv. lack of preventive maintenance according to the Seller's O&M manual.
falta de mantenimiento preventivo según el manual de O&M del vendedor
- v. repairs or modifications made by the either the Buyer or any other third party without prior written authorization from the Seller,
reparaciones o modificaciones realizadas por el Comprador o cualquier tercera parte sin autorización previa por escrito del Vendedor
- vi. negligence during the implementation of authorized repairs or modifications mentioned at point (v)
negligencia durante la implementación de reparaciones o modificaciones autorizadas mencionadas en el punto (v)
- vii. normal tear and wear of the Product.
desgarro y desgaste normal del Producto
- viii. labels or serial numbers of the device or components are modified, missing or illegible.
las etiquetas o números de serie del dispositivo o componentes están modificados, faltan o son ilegibles.
- ix. anomalies caused by, or connected to, the elements coupled directly by the Buyer or by the final user,
- x. damages caused by accidents or events that place the Product outside its transport, storage and operational specifications.
daños causados por accidentes o eventos que colocan el Producto fuera de sus especificaciones de transporte, almacenamiento y operación.
- xi. damages by external causes (such as environmental effects such as lightning, flood, earthquake), or by the extraordinary caused by an overcharge of work load, wrong use or external causes such as excessive humidity, dust presence, corroding products, electromagnetic fields, static energy, fluctuations in the quality of the electrical supply, or vandalism, abuse, accident (including but not limited to physical damage from being struck by a vehicle) etc. and in general faults which neither are attributable nor out of the Seller's reasonable control.
daños por causas externas (como efectos ambientales como rayos, inundaciones, terremotos), o por causas extraordinarias causadas por una sobrecarga de trabajo, uso incorrecto o causas externas como humedad excesiva, presencia de polvo, corrosión de los productos, campos electromagnéticos, energía estática, fluctuaciones en la calidad del suministro eléctrico, etc. y en general fallos que no son atribuibles ni están fuera del control razonable del Vendedor

This general warranty excludes:

Esta garantía general excluye:

- i. all components that must be replaced periodically such as fuses, lamps & air filters or consumable materials subject to normal and reasonable wear and tear.
todos los componentes que deben reemplazarse periódicamente, como fusibles, lámparas y filtros de aire o materiales consumibles sujetos a un desgaste normal y razonable.
- ii. external parts that are not manufactured by PE under its own brand. In that case, PE will directly transfer third party's warranty conditions, unless written agreement between first buyer and PE.
partes externas que no son fabricadas por PE bajo su propia marca. En ese caso, PE transferirá directamente las condiciones de garantía de terceros, a menos que haya un acuerdo por escrito entre el primer comprador y PE
- iii. Aesthetic defects (such as scratches and dents, corrosion or normal aging), except if such defects clearly affect to the normal operation of the equipment, equipment lifetime or equipment's performance.
defectos estéticos, excepto si dichos defectos afectan claramente al funcionamiento normal del equipo, la vida útil o el rendimiento del inversor.
- iv. The cost of flight to return the unit to PE (only in commercial and final customer products)
Damage to the Product caused by software, interfacing, parts, supplies or any other product not supplied by Power Electronics.
El coste del vuelo para devolver la unidad a PE (sólo en productos comerciales y de cliente final)
Los daños en el producto causados por el software, la interconexión, las piezas, los suministros o cualquier otro producto no suministrado por Power Electronics.

4. Limitation of Liability.

The warranty will not cover in any case the damage, whether direct or not, to people or objects, and in no case will the faulty equipment include compensation or payment for lack of productivity by the Buyer or by the final user, and this is the only warranty given to the client, substituting any previous mentioned conditions or warranty, both implicit and legal, which have not been expressly accepted by the Seller.

La garantía no cubrirá en ningún caso el daño, ya sea directo o no, a personas u objetos, y en ningún caso el equipo defectuoso incluirá compensación o pago por falta de productividad por parte del Comprador o del usuario final, y esta es la única garantía otorgada al cliente, sustituyendo cualquier condición o garantía mencionada anteriormente, tanto implícita como legal, que no haya sido expresamente aceptada por el Vendedor.

The Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of applicable mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits whether based on contract, tort, or any other legal theory even if PE has been advised of the possibility of such damages.

El Vendedor no será responsable por daños a la propiedad o a terceros, incluso como fabricante de los Productos, que no sea el expresamente previsto en virtud de las disposiciones legales obligatorias aplicables. En cualquier caso, el Vendedor no será responsable por daños indirectos o consecuencias de cualquier naturaleza como, por ejemplo, pérdidas de producción o beneficios no generados

POWER ELECTRONICS, especially does not warrant that any Product will operate without interruption.

POWER ELECTRONICS, especialmente, no garantiza el funcionamiento ininterrumpido de ningún Producto.

In any event, the cumulative liability of the Product for all claims whatsoever related to the Product will not exceed the price the Buyer paid for the Product.

En cualquier caso, la responsabilidad acumulada del Producto por todas las reclamaciones relacionadas con el Producto no superará el precio que el Comprador pagó por el Producto.

Lliria, 7th December, 2021


Luis Alcázar
Director Calidad Corporativo

Disclaimer:

In case of doubt or conflict about the present General Warranty the English version will prevail.

Ante cualquier duda o conflicto sobre el contenido de esta Garantía General prevalecerá lo dispuesto en la versión en inglés,