



Power Traction 2.0 Battery Unit Limited Warranty

Limitations and Disclaimers

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR Power Traction 2.0 system. The performance of necessary repairs and parts replacement by Colibri Energy is the exclusive remedy under this Limited Warranty or any implied warranties. Colibri Energy does not authorize any person or entity to create for it any other obligations or liability in connection with this Power Traction Basic Limited Warranty. The decision of whether to repair or replace a part or to use a new or re-manufactured part will be made by Colibri Energy, in its sole discretion.

New Power Traction Basic Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in this Limited Warranty, the New Power Traction Basic Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of any new parts manufactured or supplied by Colibri Energy that occur under normal use for a period of 5 years or 5000 operating hours, whichever comes first.

Battery Unit Limited Warranty

The Power Traction 2.0 lithium-ion Battery Unit Limited Warranty covers the repair or replacement of any malfunctioning or defective Battery, subject to the limitations described below. If your Battery requires warranty service, Colibri Energy or a certified service agent will repair the unit, or replace it with a factory reconditioned unit. When replacing a Battery Unit, Colibri Energy will ensure that the energy capacity of the replacement Battery Unit is at least equal to that of the original Battery Unit before the failure occurred.

Despite the breadth of this warranty, damage resulting from intentional actions (including intentionally abusing or destroying your vehicle or ignoring active vehicle warnings), a collision or accident, or the servicing or opening of the Battery by a non-Colibri certified technician, is not covered under this Battery Unit Limited Warranty.

Damage to the Battery resulting from the following activities is also not covered under this Battery Unit Limited Warranty:

1. Physically damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend (other than as specified in your owner documentation) or reduce the life of the Battery;
2. Exposing the Battery to direct flame;
3. Flooding of the Battery.

The Battery Unit, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of battery energy or power over time or due to or resulting from battery usage, is NOT covered under this Battery Unit Limited Warranty.

Warranty Limitations

This Limited Warranty does not cover any vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not

limited to, any of the following:

- Failure to immediately schedule repairs with Colibri Energy or its authorized service agent upon discovery of a defect covered by this Limited Warranty;
- Accidents, collisions, or objects striking the vehicle or Power Traction System;
- Any repair, alteration or modification of the Power Traction System, or the installation or use of parts or accessories, made by a person or facility not authorized or certified to do so;
- Improper repair or maintenance, including use of parts or accessories other than those specified in your owner documentation;
- Theft, vandalism, or riot;
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, or deep water;
- Driving the vehicle off-road, over uneven, rough, damaged or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles, or for any other purposes for which the vehicle is not designed;
- Overloading the vehicle beyond the manufacturer's guidelines;
- Using the Power Traction System as a stationary power source



Additional Limitations and Exclusions

In addition to the above exclusions and limitations, this Limited Warranty does not cover any of the following:

- Any corrosion or paint defects including, but not limited to, the following:
 - Surface or cosmetic corrosion; and
 - Corrosion and paint defects caused by, due to or resulting from accidents, abuse, neglect, improper maintenance or operation of the vehicle, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage;
- Non-genuine Colibri Energy parts or accessories or their installation, or any damage directly or indirectly caused by, due to or resulting from the installation or use of non-genuine Colibri Energy parts or accessories;
- Certain individual items associated with the Power Traction System including, but not limited to the related charging stations which have separate warranties subject to their own terms and conditions;
- Maintenance services, including, but not limited to,
 - Cleaning of connectors between the equipment and the Battery Unit
 - Cleaning of connectors between the charger and the Battery Unit
 - Verification all protective connection covers are in place
 - De-activating the Battery Unit when the Battery Unit not in use or will be shipped
 - Activating the Battery in a vehicle
 - Remote monitoring and diagnostics

To obtain warranty service, you must notify Colibri Energy within the applicable warranty period and you must, at your own expense, either deliver the Power Traction System during regular business hours to a Colibri Energy approved Service Center, or have a Colibri Energy certified technician visit your facilities.

When you contact Colibri Energy, please be prepared to provide the Power Traction Serial Number, delivery date, current operating hours and a description of the defect.

Reasonable Time for Repairs

You must allow Colibri Energy a reasonable time for completion of repairs and/or service. Upon notification by Colibri Energy of the completion of the repairs and/or service, you are responsible at your own expense for immediately picking up the Power Traction System, or in the case of an on-site visit, returning the Battery Unit to operations.

Modifications and Waivers

No person or entity, including, but not limited to, a Colibri Energy employee or authorized representative, can modify or waive any part of this New Power Traction Limited Warranty. Colibri Energy may occasionally offer to pay a portion or all of the cost of certain Traction System repairs that are no longer covered by this Limited Warranty on an ad hoc case-by-case basis. Colibri Energy reserves the right to do the above and to make changes to Power Traction Systems manufactured or sold by Colibri Energy and the applicable warranties, at any time, without incurring any obligation to make the same or similar payment or changes for Power Traction System Colibri Energy previously manufactured or sold, or applicable warranties including this Limited Warranty.

Nothing herein shall imply that any Colibri Energy Power Traction system is free of defects.