

BYD Class I / II / VI Warranty Certificate



WARRANTY PERIOD

BYD Motors Inc. ("BYD") warrants that each new truck manufactured and/or distributed by BYD shall be free, under normal use and with proper maintenance, from defects in material or workmanship (Full Coverage). The Warranty Period is detailed below.

10-WARRANTY PERIOD FOR BATTERY

The lithium iron phosphate battery (FE battery) is warranted to charge and discharge normally and have a remaining capacity of 65% or greater by the end of ten (10) years or 20,000 hours, whichever comes first.

3-WARRANTY PERIOD FOR DRIVE AXLE

The Traction Motors and Drive Axle (excluding wear items such as seals, lubricants and gaskets) are warranted for parts and labor for three (3) years or 6,000 hours, whichever comes first.

1-WARRANTY PERIOD FOR COMPONENTS

BYD will provide without charge new and genuine BYD parts, labor and service call to replace or repair any covered components furnished by BYD and found to be defective in material or workmanship, provided the truck has not exceeded one (1) year or 2,500 hours of use.

COMPONENTS COVERED:

- Electric motors for hydraulics
- Power electronics
- Inverters
- Frame
- Upright rails and carriage (excluding wear items such as rollers, chain, harnesses and hoses)
- Replacement parts come with a one year, 2,000 hour warranty provided the part is installed by an authorized BYD dealer.

BYD RESPONSIBILITIES

If a defect in material or workmanship is identified during the Warranty Period, BYD will (during normal working hours and through a place of business of a BYD dealer or other BYD authorized sources):

- Provide new, remanufactured or BYD-approved repair parts or assembled components needed to correct the defect

NOTE: At any time during the repair process, BYD shall be entitled to repair on original part or component with a

replacement part or component and the original part or component shall become BYD's exclusive property

- Replace service items made unusable by the defect
- Provide labor needed to correct the defect. This will include adjustments to meet factory specifications (i.e., hardware) up to 200 operating hours.

BYD is not responsible for defects resulting from:

- Any use or installation that BYD deems to be improper or unreasonable.
- Repairs by entities other than a BYD authorized repair facility.
- Misuse, abuse, accident, neglect and/or improper repair or storage.
- Customer's unreasonable delay in making the BYD truck available after being notified of a potential product problem.
- Any parts or accessories installed on a BYD truck which were not manufactured, recommended or installed by BYD including, without limitation, forks, attachments, masts, tires and batteries (claims with respect to such parts or accessories should be directed to the respective manufacturer or seller of these items).

Parts replaced under this Warranty are warranted for the remainder of the Warranty Period of the BYD truck. BYD reserves the right to make any changes in design and improvement without incurring any obligation to incorporate such improvements in any product already shipped from its factory premises or which is in the hands of the customer.

TRUCKS WITH KNOWN FAILED OR DEFECTIVE PARTS MUST BE IMMEDIATELY REMOVED FROM SERVICE.

CUSTOMER RESPONSIBILITIES

- The customer is responsible for:
 - All transportation expenses, if any, related to a claim under this Warranty
 - Labor expenses, except as stated under "BYD Responsibilities"
 - Federal, state and local taxes, if applicable
 - Parts shipping charges in excess of those which are usual and customary
 - Expenses to investigate complaints, unless the problem is caused by a defect in material or workmanship
 - Giving timely notice of defect covered by this Warranty and promptly making the BYD truck available for repair.

All claims for coverage under this Warranty must be filed with BYD no later than thirty (30) days after the expiration of the Warranty Period.

- Giving timely prior written notice of the transfer of ownership of the BYD truck covered by this Warranty. Any transfers of ownership of the BYD truck covered by this Warranty shall not affect the remainder of the original Warranty Period, if any.
- All adjustments beyond 200 operating hours.

This Warranty requires proper and timely maintenance and periodic inspections of the BYD truck as indicated in the operator's manual furnished with each BYD truck. The cost of routine or required maintenance and service is the responsibility of the customer. The customer is required to keep documented evidence of when and by whom maintenance and service are performed.

WARRANTY LIMITATIONS / DISCLAIMERS

The foregoing shall constitute the sole and exclusive remedy of any customer of a BYD truck and the sole and exclusive responsibility of BYD and is in lieu of all other warranties, expressed, implied or statutory, including but not limited to any implied warranty of merchantability, or fitness for a particular purpose. BYD neither assumes nor authorizes any person to assume for it any other obligation or responsibility in connection with this BYD truck Warranty. In no event shall BYD be responsible for direct, indirect, special or consequential damages, or for any delay or any economic or commercial loss resulting from BYD's performance or non-performance under this Warranty. This Warranty is expressly in lieu of all warranties, obligations or responsibilities of BYD dealers, or other BYD authorized source, expressed, implied or statutory.

Warranty coverage is not extended to repairs or parts and services required as a result of normal or accelerated wear and tear (i.e., brake shoes/pads, tires, light bulbs, battery connectors) and periodic maintenance which is performed in accordance with published schedules (i.e., electric motors brushes, contactor tips, fuses, load wheels).

A customer signed and dated Delivery Report and/or Transfer Ownership Report must be completed and returned as instructed in order to confirm date and/or truck location.

Distributed by:
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