

Mullen THREE Warranty Guide



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Introduction

Contact Information

Mullen Automotive, Inc. (Mullen) is dedicated to achieving the highest level of customer satisfaction. Mullen is your best resource for service and repair needs.

The warranties in this Warranty Guide apply to the Mullen Three Urban Utility Low Cab Forward vehicles sold by authorized Mullen dealers registered in the United States. Mullen will provide repairs to Mullen vehicles during the applicable warranty period following the terms, conditions, and limitations defined in this Warranty Guide. Warranty service is provided exclusively in the United States. Any subsequent purchasers or transferees may be eligible for warranty service in the United States.

To obtain warranty service or repairs, please contact Mullen's Customer Solutions Support Team by phone at (248)988-4498 or by email at warranty@mullenusa.com.

For more information, please visit our website at www.mullenusa.com or scan the QR below.



Warranty At a Glance

| | | 12 | 24 | 36 | 48 | 60 | 72 | 84 | 96 | MONTHS |
|--|--|----|----|----------------------|----|----|----|----|-----------------------|--------|
| Bumper-to-Bumper Bumper-to-Bumper: 36 Months / 50,000 Miles* | | | | | | | | | | |
| | | | | 3yrs / 50,000 miles* | | | | | | |
| Body Corrosion - Rust Perforation Corrosion: 36 Months / 50,000 Miles* | | | | | | | | | | |
| | | | | 3yrs / 50,000 miles* | | | | | | |
| High Voltage Battery High Voltage Battery: 96 Months / 100,000 Miles* | | | | | | | | | | |
| | | | | | | | | | 8yrs / 100,000 miles* | |

* Whichever comes first

Roadside Assistance

Mullen Roadside Assistance can be reached by phone at (248)988-4498 24 hours a day, 365 days a year. You are responsible for the cost of towing or otherwise transporting the vehicle for service. Mullen will cover the costs of transporting the vehicle if it requires warranty-covered repairs arranged through Mullen's Customer Solutions Support Team. Mullen will not reimburse roadside services arranged through third parties.

Consumer Responsibility

Warranty service or repair should only be performed by an authorized service provider. Using a non-authorized repair service may void all or parts of the Mullen Limited Warranty Coverage.

You must present proof of purchase to the authorized service provider and sign the repair/work order or provide verbal authorization before warranty repairs are started. All parts replaced under these limited warranties become the property of Mullen.

You are responsible for the required maintenance outlined in the Owner's Manual. Mullen recommends that you retain all receipts covering maintenance on the vehicle, Mullen cannot deny warranty coverage solely for lack of receipts or failure to ensure the performance of recommended scheduled maintenance. You are responsible for presenting the vehicle to a Mullen authorized service provider as soon as a problem appears. The warranty repairs should be completed in a reasonable amount of time. Mullen may deny warranty coverage if the vehicle or a part of the vehicle has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

When repairs, service, or both have been completed, you are responsible for picking up the vehicle on time. If you cannot pick up the vehicle on time, you are responsible for coordinating with your service provider. Failure to do so may result in additional charges not covered under warranty. Typical charges could include storage and vehicle rental fees. Local or state authorities may charge taxes for warranty repairs and services. Mullen is not responsible for any taxes on warranty repair or warranty services.

General Warranty Provisions & Terms

Limitations & Disclaimers

The warranties herein are the only express warranties made in connection with Mullen vehicles.

Warranties and conditions arising under state and federal law, including, but not limited to, implied warranties and conditions of sale, durability, or those otherwise arising in the course of dealing or usage of trade, shall be limited in duration to the fullest extent allowable by law, or limited in duration to the term of the New Vehicle Limited Warranty for such jurisdictions which do not allow a limitation on the duration.

These stated warranties outline specific legal rights. You may have other rights, which vary from state-to-state depending on applicable state law. Incidental or consequential damages, including, without limitation, loss of time, inconvenience, loss of use of the vehicle, or commercial loss, are not covered under this warranty.

In the United States, the Magnuson-Moss Warranty Act (15 USCA § 2301 et seq.) (“MMWA”) is the federal law that governs your New Vehicle Limited Warranty. Many states have enacted laws, commonly called ‘Lemon Laws,’ that provide certain rights related to new vehicles. These laws vary across states and territories. Some jurisdictions require that you seek arbitration before pursuing a civil action. Some jurisdictions require that you provide Mullen with a final repair opportunity. To the fullest extent allowed by the law of your jurisdiction, you must provide Mullen, during the applicable warranty period specified in this Warranty Guide, with written notification of any defects you have experienced within a reasonable

period-of-time to allow Mullen an opportunity to make any needed repairs before you pursue a civil action.

Your Rights Under State Law

The provisions in this Warranty Guide give you specific legal rights. You may also have other rights that vary by state.

Transfer of Ownership

If the ownership of the vehicle is transferred during the coverage period of this Warranty Guide, it is subject to Mullen's terms and conditions. The warranty will be transferred and remain valid for the remaining coverage period, provided Mullen receives proof of owner transfer and contact information for the new owner.

Warranty Terms & Conditions

Multiple Warranty Conditions

Warranty terms and conditions may vary depending on the part or system covered. A warranty for specific parts or systems is governed by the terms in the applicable warranty section, and other general provisions in the Warranty Guide below.

Some states may not allow limitations on implied warranties or the conditions above, in which case, the above limitations may not apply to you. The replacement part may be a new, reconditioned, or remanufactured part.

Mullen does not authorize any person or entity to create any other obligations or liability for Mullen in connection with this Warranty Guide. Mullen reserves the right to repair or replace a part at its sole discretion.

Warranty Transfer

The warranties described in this Warranty Guide may be transferable to subsequent lawful purchasers of the vehicle after the first retail purchaser. Before purchase, subsequent purchasers should contact Mullen to determine whether any warranty coverages have been voided.

Limited Warranty Period

The New Vehicle Limited Warranty begins on the day a new vehicle is delivered to the first retail purchaser(s) or by leasing or registering the vehicle for operation, whichever is earlier, and provides coverage for the period based on the specified warranty. Parts repaired or replaced under this warranty are covered only until the original warranty period ends or as otherwise provided by applicable law.

New Vehicle Limited Warranty

The New Vehicle Limited Warranty provides the following coverage, subject to the limitations and exclusions outlined in this guide:

| | | 12 | 24 | 36 | 48 | 60 | 72 | 84 | 96 | MONTHS |
|---|--|--------------------------|----|----------------------|----|----|----|----|-----------------------|--------|
| Bumper-to-Bumper | | [Green bar from 0 to 36] | | | | | | | | |
| Bumper-to-Bumper: 36 Months / 50,000 Miles* | | | | 3yrs / 50,000 miles* | | | | | | |
| Body Corrosion - Rust Perforation | | [Green bar from 0 to 36] | | | | | | | | |
| Corrosion: 36 Months / 50,000 Miles* | | | | 3yrs / 50,000 miles* | | | | | | |
| Seat Belts / Restraints | | [Green bar from 0 to 36] | | | | | | | | |
| Seat Belt / Restraints: 36 Months / 50,000 Miles* | | | | 3yrs / 50,000 miles* | | | | | | |
| High Voltage Battery | | [Green bar from 0 to 96] | | | | | | | | |
| High Voltage Battery: 96 Months / 100,000 Miles* | | | | | | | | | 8yrs / 100,000 miles* | |
| Drivetrain | | [Green bar from 0 to 36] | | | | | | | | |
| Drivetrain: 36 Months / 50,000 Miles* | | | | 3yrs / 50,000 miles* | | | | | | |

* Whichever comes first

Bumper-to-Bumper Limited Warranty

3 year (36 months) or 50,000-miles (whichever occurs first)

Without prejudice to any other consumer's rights provided by law, the exclusive remedy available to you under the Bumper-to-Bumper Limited Warranty is the repair or replacement of new or remanufactured parts to any component parts found to be defective in materials or workmanship under normal operation and use during the applicable coverage period.

All replaced parts under Mullen's New Vehicle Limited Warranty are exclusively property of Mullen.

Body Corrosion/Rust Perforation Limited Warranty

3 year (36 months) or 50,000-miles (whichever occurs first)

This Limited Warranty coverage applies to perforation due to corrosion only. Perforation is a rust-through condition, such as an actual hole in a sheet metal panel. This Limited Warranty does not cover cosmetic or surface corrosion, such as that caused by stone chips or scratches in the paint.

Seat Belt & Supplementary Restraints Limited Warranty

3 year (36 months) or 50,000-miles (whichever occurs first)

Mullen vehicle seat belts and related seat belt components are warranted against defects found in workmanship and materials. This Limited Warranty covers the repair or replacement necessary to correct defects in materials or workmanship of any parts supplied by Mullen that occur under normal operation and use during the applicable coverage period.

This Limited Warranty does not cover the replacement of seat belts, supplementary restraints and related components required due to a collision.

High Voltage Battery Limited Warranty

8 year (96 months) or 100,000-miles (whichever occurs first)

This Limited Warranty coverage applies to the Original Equipment Manufacturer (OEM) installed high voltage battery only. High voltage battery capacity will decrease over time and with use. While gradual capacity loss with time and use is considered normal wear and tear, Mullen warrants the high-voltage battery against excessive capacity loss.

If an authorized Mullen vehicle service representative determines that the battery capacity is less than 70 percent of the high voltage battery's advertised capacity during the high voltage battery warranty period, Mullen will cover the necessary component repair or replacement to correct this capacity loss.

An authorized Mullen vehicle service representative must perform any high-voltage component repair or replacement. If a warranty repair requires replacement of the high voltage battery or one of its components, it may be replaced with a new, factory re-manufactured, or factory refurbished component, at Mullen's discretion. Refurbished battery components selected for the owner's vehicle will align with the age of the owner's vehicle and mileage.

The following are not warranted under any circumstances:

- Leaving the high voltage battery at zero or near zero state of charge disconnected from charging for more than 14 days.
- Using incompatible charging devices or neglecting to follow correct charging procedures.

- Exposing the high voltage battery to contact with a direct flame.
- Immersing any portion of the high voltage battery in water or liquids.
- Exposing the vehicle to ambient temperatures above 120F (49C) for over 24 hours.
- Storing the vehicle in temperatures below -13F (-25C) for more than 7 days without being plugged into a charger.
- Physically damaging the high voltage battery or intentionally attempting to reduce the life of the high voltage battery.
- Opening the high voltage battery enclosure or having it serviced by someone other than an authorized Mullen service representative.
- Consequential damage caused by the failure to repair an existing problem.

Drivetrain Limited Warranty

Drivetrain coverage includes the electric motor, gear assembly, disconnects (rear only), and the On-Board Charger Module (Four-In-One). Interfaces that connect the vehicle systems to the drivetrain (including, but not limited to, external cables, harnesses, and hoses) are covered under the terms of the Bumper-to-Bumper warranty.

Other Limited Warranties

The items listed below are covered different periods than the Bumper-to-Bumper Warranty coverage. These limited warranties cover the repair or replacement necessary to correct defects in materials or workmanship of any parts supplied by Mullen that occur under normal operation and use during the applicable coverage period.

12 Volt Battery Limited Warranty

The factory-installed 12-volt battery, supplied by Interstate Batteries®, is warranted for 30 months. Mullen does not warranty the factory-installed battery beyond this period.

Tire Limited Warranty

This Limited Warranty applies to tires manufactured by Linglong Tire bearing the Linglong brand name and complete DOT serial identification number that come as original equipment on your new Mullen vehicle. Linglong Tire warrants and certifies that tires supplied to Mullen are warranted against failure to complete their satisfactory life due to any inherent deficiency relating to workmanship or material. For more information, contact Mullen's Customer Solutions Support Team.

Noise Emissions

This Limited Warranty applies to heavy-duty vehicles weighing over 10,000 lbs. based on the Gross Vehicle Weight Rating (GVWR) only, for the entire life of the vehicle.

Mullen warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser of this vehicle by Mullen, that this vehicle was designed, built and equipped to conform at the time it left Mullen's control with all applicable United States EPA Noise Control Regulations; 40 CFR Part 205.

Defects in design or assembly or in any part, component or vehicle system for Mullen which, at the time it left Mullen's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

New Vehicle Exclusions & Limitations

Items not Warranted

The Limited Warranty does not apply to the following situations:

- Mullen vehicle or product repaired in a way that is inconsistent with Mullen service requirements. See Mullen's Owner Guide for information on service and maintenance requirements.
- Mullen vehicle or product that is subjected to unusual physical, thermal or electrical stress; racing; overloading; improper installation; misuse; abuse; accident; fire; floods; or negligent use, storage, transportation or handling.
- Parts or equipment that are supplied or installed by third-party after-market suppliers. You are required to contact the company responsible for the after-market modifications regarding issues with their installed equipment.
- Vehicle modifications that result in the failure of parts or equipment otherwise covered by this Limited Warranty.
- Mullen vehicle or product does not cover paint system appearances or contaminants including:
 - Minor imperfections such as fisheyes, spot welds, pinholes, and pocked ("Appearances") or dust and hair ("Contaminants").

- Tree sap, harmful airborne chemicals including, but not limited to, ash, and fallout.
- Exposure to salt, stone chips, pavement tar, insect and bird debris.

In addition, damage or the malfunction of your Mullen vehicle or any of its component parts is not covered under the New Vehicle Limited Warranty when caused by the following:

- Lack of routine maintenance as set forth in in the Owner's Guide.
- Towing, winching, or transporting your vehicle in an improper manner.
- Collisions, crashes, and objects hitting your vehicle.
- Reckless driving over unsafe surfaces, including, but not limited to curbs, potholes, debris, or other obstructions.
- Environmental damages, malicious acts or acts of God, including, but not limited to storms, hail damage, floods, high winds, fire, lightening, prolonged exposure to direct sunlight, and road debris.

In addition, the Limited Warranty does not cover any of the following:

- Glass, including windshield glass, that is cracked, chipped, scratched, or otherwise broken by any means besides a defect in material or workmanship.
- Normal noise (general creaks, squeaks, and rattles), vibration and harshness, including but not limited to brake noise, and road noise.
- Regular maintenance services, including, but not limited to the following:
 - Standard periodic service and diagnostic checks.
 - Wheel alignment, balancing, and tire rotation.
 - Wearable maintenance items considered to be consumable (such as wiper blades, brake components, including pads and rotors, and key fob batteries).

Voided Warranty

Complying with the Owner's Manual, this Warranty Guide, and any future field service action notifications for your vehicle is important to maintain warranty coverage. This New Vehicle Limited Warranty may be voided if the instructions in these documents, or possible future field service actions, are not followed. These instructions include, but are not limited to, compliance with field service action notifications, vehicle proper use, vehicle repair, and maintenance requirements.

As with proper operation and maintenance of your vehicle, Mullen is not responsible for you receiving and maintaining your vehicle's maintenance and service records. Detailed records must include the service center location or mobile service identification number, service dates, description of services, and the full 17-digit vehicle identification number (VIN). Should the vehicle be resold, transferring maintenance or service records is not Mullen's responsibility.

The following events could also void the New Vehicle Limited Warranty:

- VIN defacing or alterations.
- Odometer modifications or disconnections.
- Damage to the vehicle due to unauthorized towing not assigned by Mullen Customer Solutions Support Team or Roadside Assistance.

Mullen also reserves the right to use telemetry data obtained directly or remotely, or any other vehicle-related data gathered by any means, to verify any vehicle or vehicle system fault, troubleshoot any concern, conduct research and analysis for vehicle improvement,

evaluate vehicle functionality and performance, analyze vehicle incidents, and approve or deny warranty claims.

If your vehicle leaves the United States, for warranty purposes:

- Except where specifically required by law, there is no warranty coverage for vehicles sold or registered outside of the United States.
- This Warranty Guide does not apply to vehicles registered to US government officials or military personnel on assignment outside of the United States.

Although Mullen does not require all service or repairs to be made at an authorized Mullen repair facility, the New Vehicle Limited Warranty may be voided in whole or in part due to improper maintenance, poor service, or unauthorized repairs. Mullen recommends that you have all maintenance, service, and repairs performed at an authorized Mullen repair facility or service vehicle to avoid having coverage voided. Unauthorized service contributing to the warranty claim may result in the warranty being voided.

Damages

Mullen is not responsible for any indirect damages arising out of, or relating to, Mullen vehicles or products, including, but not limited to, transportation to and from a Mullen authorized repair facility, loss of access to the vehicle, and any damages resulting from loss of vehicle access.

Mullen shall not be liable for any direct damages in an amount that exceeds the purchase price paid for the vehicle. The above limitations and exclusions shall apply whether your claim

is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether negligent or otherwise), or otherwise at law or in equity, even if Mullen is advised of the possibility of such damages or such damages are reasonably foreseeable. Mullen is not responsible for any fees or costs incurred concerning litigating any such claim.

Some jurisdictions do not allow the exclusion or limitation of indirect, direct, incidental, special, or consequential damages, so the above limitations or exclusions may not apply to you.

Warranty Dispute Resolution

Any and all disputes related to this Warranty Guide must be resolved at the Dealership level with the Service Manager and/or authorized dealer owner.

In the event you are unable to resolve a dispute through good faith negotiations and if a suit is brought by you to enforce the terms of this Warranty Guide, you expressly waive any and all jurisdictional rights you may have and expressly agree that suit shall be filed in Orange County, California and pursuant to California Laws.

Class Action Waiver

You further agree that any potential lawsuit will be filed in your individual capacity and not as a class action or other representative action. You will not be entitled to join or consolidate claims by or against other customers in court or otherwise participate in any claim as a class

representative, class member, or in a private attorney general capacity. If a court finds this Class Action Waiver provision to be unenforceable as to a particular class or representative action, then this entire Section Warranty Dispute Resolution - Class Action Waiver shall be null and void as to that class or representative action.

Please direct any questions regarding your warranty rights and responsibilities to Mullen's Customer Solutions Support Team at (248) 988-4498.

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