

Mullen CAMPUS Warranty Guide



Mullen CAMPUS Electric Vehicle Limited Warranty Policy

Scope of Limited Warranty

Mullen Automotive, Inc. (Mullen) warrants that its Mullen CAMPUS electric vehicle, sold by authorized dealers in the United States of America ("USA"), is free from defects in material and/or workmanship for the period and under the conditions described below.

This limited warranty will become null and void if (1) the Mullen Campus vehicle has been altered or modified in such a way that adversely affects its operation, performance, and/or durability; (2) the Mullen CAMPUS vehicle is not used for its intended purpose; or (3) the Mullen Campus vehicle is operated outside the USA.

For service outside the USA, Mullen will provide parts and technical support to the original owner and subsequent Mullen CAMPUS vehicle owners. The owner will be responsible for any and all additional charges due to local practices and conditions, including, but not limited to, freight, insurance, taxes, license fees, import duties, and any and all other financial charges, including those levied by governments, states, territories, and their respective agencies.

What Is Covered – Limited Warranty

Mullen, its dealers, and/or authorized service agents will, without charge, repair, replace, and/or adjust all Mullen CAMPUS parts that malfunction or fail due to (1) normal use during the applicable coverage period; (2) a manufacturing defect in factory-supplied materials; or (3) a defect in factory workmanship. This warranty does not mean that each Mullen Campus vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes, and such defects may result in the need for repairs.

Mullen provides this Limited Warranty to remedy vehicle part malfunctions and/or failures during the warranty period described here. Mullen's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

What Mullen Automotive Will Do

Mullen may resolve warranty repairs by using exchanged parts to reduce the amount of time the owner is without the Mullen CAMPUS vehicle ("exchange service"). Through the exchange service, Mullen may use new, reconditioned, remanufactured, or repaired parts ("exchanged parts"). All exchanged parts will have the same limited warranty as service parts and will meet Mullen's original equipment standards. Mullen, in its sole discretion, shall determine whether to repair, replace, or provide remanufactured parts for all warranty repairs.

Mullen CAMPUS vehicle owners may not cancel or rescind the sale based on a breach of warranty claim. Mullen reserves the right to improve or modify products from time to time without assuming any obligation to modify products previously manufactured.



<u>Limitations of Liability</u>

This warranty is expressly given and accepted in lieu of any and all other warranties, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. To the extent that they cannot be disclaimed, the implied warranties are limited in duration to the life of the express warranty.

Incidental and consequential damages are excluded from coverage under this warranty, as are loss of time, inconvenience, loss of use of the Mullen CAMPUS vehicle and commercial losses. Some states do not allow for the disclaimers, limitations and exclusions identified above, and as a result, they may not be applicable. This warranty provides specific rights. Additional legal rights may be available and may vary from state-to-state.

Neither Mullen, its dealers, nor any other person is authorized to make any affirmation, representation, or warranty regarding a Mullen CAMPUS vehicle other than those contained in this Limited Warranty, and if made, shall not be enforceable against Mullen. Mullen reserves the right to modify this Limited Warranty at any time and said modification will not alter the warranty conditions applicable to the Mullen CAMPUS vehicle while this warranty is in effect.

Exclusions – Items Not Warranted

The following are not warranted under any circumstances:

- Normal wear and tear
- Scheduled maintenance and adjustments.
- Damage caused by failure to provide proper maintenance and charging as described in the Owner's Manual.
- Damage resulting from removal of parts, improper repairs, service, maintenance, modifications, or use of parts not manufactured or approved by Mullen.
- Damage resulting from repairs done outside of a Mullen authorized dealer or authorized service agent.
- Damage caused by abuse, abnormal use, neglect, or operation of Mullen CAMPUS vehicle in a manner inconsistent with the recommended operation described in the Owner's Manual.
- Damage resulting from accident, submersion, fire, theft, vandalism, or any act of God.
- Incidental or consequential damages, or damages of any kind including without limitation towing, storage, telephone, rental, taxi, inconvenience, insurance coverage, loan payments, loss of time, or loss of income.
- Minor imperfections to the paint, including, but not limited to, fisheyes, spot welds, pin holes and orange peel or dust and hair.



Limited Warranty Coverage Period

The Earlier of Twenty-Four (24) Months or Twenty Thousand (20,000) Miles.

This limited warranty coverage commences on the date of delivery to the first retail / commercial owner, or the date the Mullen CAMPUS vehicle is first placed into service ("In Service Date) whichever occurs first.

Limited High Voltage Battery Warranty Coverage Period

The Earlier of Eight (8) Years or One Hundred Thousand (100,000) Miles.

This limited warranty coverage applies to the Original Equipment Manufacturer ("OEM") installed high voltage battery only. The use of non-standard battery chargers, using the vehicle while exceeding the specified load limits, and any damage caused by general abuse and neglect may void this limited warranty. Environmental factors such as continued exposure to extreme temperatures will impact battery performance and may lead to battery degradation and may also void this limited warranty.

Special Warranty Note

The repair or replacement of parts, or services performed under these limited warranties do not extend the life of these limited warranties beyond the Mullen CAMPUS vehicle's original In Service Date.

<u>Limited Warranty Coverage Conditions</u>

These limited warranty coverages are available only if each of the following conditions has been fulfilled:

- The specified pre-delivery inspection process is completed, documented, and signed by the owner.
- The unit has undergone proper registration by a Mullen authorized dealer.
- The scheduled maintenance outlined in the Owner's Manual has been performed as defined.

Mullen may not honor the limited warranties for commercial owners if one of the preceding conditions has not been met. Such limitations are necessary to preserve the safety of Mullen's products, its owners, and the general public.

Obtaining Limited Warranty Coverage

The owner should cease using the unit as soon as a problem is recognized. Owner must (1) notify the Mullen Corporate Service Center or authorized dealer within three business days of discovering the problem; (2) provide reasonable access to the Mullen CAMPUS vehicle; and (3) provide a reasonable opportunity to repair it.

The owner must also provide Mullen, an authorized dealer, or authorized service agent proof of purchase and must sign the repair/work order or provide verbal authorization prior to warranty repairs commencing. All parts replaced under these limited warranties become the property of Mullen.



Owner's Warranty Responsibilities

The Mullen CAMPUS vehicle owner is responsible for performance of the required maintenance listed in the Owner's Manual. Mullen recommends that the owner retain all receipts covering maintenance on the Mullen CAMPUS vehicle.

Mullen may not deny a warranty solely based on lack of receipts or failure to ensure the performance of recommended scheduled maintenance. The owner is responsible for presenting the Mullen CAMPUS vehicle to a Mullen authorized dealer or service agent as soon as a problem is discovered and for completing the warranty repairs in a reasonable time.

Transfer of Ownership

If ownership of the Mullen CAMPUS vehicle is transferred during the warranty coverage period, this limited warranty, subject to its terms and conditions, shall also be transferred. The Limited Warranty will be valid for the remaining coverage period, provided Mullen or an authorized dealer receives written proof evidencing the transfer of ownership and the new owner's contact information.

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