



EV BATTERY SHIELD WARRANTY CONTRACT DECLARATIONS PAGE

Contract ID	
Customer ID	

Warranty Owner / Customer Information

Warranty Provider Information:

EV Battery Shield, LLC
 3547 Alpine Ave. NW #163
 Grand Rapids, MI 49544
 EVBatteryshield.com

Customer Name	
Physical Address	
City/State/Zip	
Phone	
Email	

Vehicle Information

VIN	
Make	
Model	
Year	
Odometer	
Batt. size kWh	
Com/Per. Use	
Fleet / Govt	

Coverage Details

Effective Date	
Deductible	
Monthly Cost	
Term	Month-to-Month
Max. Coverage	
Labor Coverage	
15K+ Miles/Year	
Maintenance fee start date	

This contract shall bind the warranty provider, herein referred to as “us” “we” “our” “company” “EV Battery Shield, LLC”, to warranty owner, herein referred to as “you” “your” “customer” “warranty owner”, to perform specific obligations set forth below so as the warranty owner is not in default or breach of any obligation set forth herein, including but not limited to being in good standing with payment of monthly warranty premium, as listed above, and defined in ‘definitions’ and subject to change based on circumstances determined by the company, or out of control of the company such as; costs of raw materials; other economic factors surrounding the costs of electric vehicle batteries; see General Provision for more details. If you are not in good standing with monthly warranty premium payments, or in breach of other obligations set forth in this contract that you agree to be bound by, the company shall not be obligated to pay any claim, in full or in part, on your behalf, regardless of your payment history, account age, or other factor. Should such instances occur, the company will provide you a description of such breach in a claim denial letter.

Your warranty contract is a month-to-month contract that renews each time you make a monthly payment, it will remain active and in full force and effect for a perpetual timeframe until one of the following instances occur; (a) you cancel your warranty by notifying the company (b) we cancel your warranty and provide you with written cancelation (c) you stop making payments for one (1) month. See CANCELTION for additional details.

IMPORTANT

1. Read the entire contract.
Not every part of your vehicle is covered by this contract. EV BATTERY SHIELD ONLY COVERS YOUR EV BATTERY AS DEFINED IN THIS CONTRACT.
2. Verify that ALL information about you, your vehicle, and coverage details provided on the declarations page, is accurate. Inaccurate information may result in claim denial in the event a claim is filed with conflicting information.
3. You should have the option to edit the inaccurate information on the website PRIOR to signing the contract. Contact the warranty provider listed on the declarations page if any information is incorrect and you are not able to edit the information on the website. **DO NOT SIGN THE CONTRACT WITH INACCURATE CUSTOMER OR VEHICLE INFORMATION.**

WHAT'S COVERED

THIS WARRANTY ONLY COVERS YOUR EV BATTERY, AS DEFINED IN 'DEFINITIONS' BELOW. NO OTHER PARTS OR SERVICE TO YOUR EV WILL BE COVERED BY THIS CONTRACT. THIS CONTRACT IS NOT AN INSURANCE POLICY. SEE GENERAL EXCLUSIONS FOR REASONS YOUR CLAIM MAY BE DENIED.

HERE IS WHAT IS COVERED (COVERED PARTS): Your EV battery comprising of all internal components of the battery pack assembly including, individual battery cells and modules; battery connection cables; battery contactor pads and relays; temperature, level, and monitoring sensors and solenoids connected to the battery pack assembly; thermal management system(s) including fans, air induction vents, vent manifold(s), battery cooling systems, battery heater system(s), battery cooling pump(s); battery management related control modules or units. Battery capacity loss if capacity falls below 70% of its original charge capacity of 100% and manufactures warranty has expired.

BATTERY MAINTENANCE REQUIREMENTS

1. You must ensure that all EV battery maintenance services, including software or firmware updates, recommended EV battery performance updates or other EV battery maintenance recommendations or requirements, or any manufacturer warranty work or recalls are performed as recommended by your vehicle or EV battery manufacturer. All services to your EV battery MUST be performed by a certified and licensed EV battery technician. Any service to your battery performed by non-certified EV battery technicians will immediately void any obligation for us to pay any claim in part or in full on your behalf.
2. Maintain all records of your battery maintenance, service, or any records that pertain to your EV battery, as we may require copies to determine coverage under this contract.
3. Maintenance records must include date of service, mileage, supplies, specific work performed, company that performed the work including their name, phone number, email, and website, and the VIN number.
4. **If you cannot provide to us all requested maintenance records, logs, and/or receipts, we have the right to deny coverage for a claim that you file.**

TRANSFER OF YOUR CONTRACT

1. With our written approval, which can be validated on our website, evbatteryshield.com, by following the required steps on your and the new vehicle owners' profile dashboard, you may transfer this contract to a new vehicle owner. Approval of transfers is at our sole discretion, terms are subject to change for the new owner at the time of warranty transfer and may be declined for any reason.
2. To transfer your warranty, you must initiate a transfer on the website by selecting "initiate transfer" on your profile dashboard. You must complete all required steps and provide all requested information before we generate a unique transfer code that will be used to transfer your warranty to the new vehicle owner. The new vehicle owner will be required to establish a profile on our website (evbatteryshield.com) and will have the option to select 'accept transfer' where prompted and must complete all required steps to transfer your warranty to the new vehicle owner. You will provide the new vehicle owner with your customer ID, VIN, and unique transfer code that will be provided to you when you initiate transfer and complete all required steps on your profile dashboard. The new vehicle owner will enter your customer ID, VIN, unique transfer code, along with all other required information on their profile where prompted and when the new vehicle owner finalizes their application, signs a new contract with us, and we accept their payment, your contract will be canceled with us and we will not be obligated to pay any claims in full or in part on your behalf in relation to the vehicle transferred. You will be required to pay an administrative processing fee of forty-nine dollars (\$49) to transfer your contract.
3. This contract may not be transferred to another vehicle. It may only be transferred to the new owner of the same vehicle identified by the VIN number which is stated on the declarations page of this contract.
4. All remaining underlying manufacturer warranties must be transferred to the new owner.
5. If you are unable to process the transfer on the website, you will have the option to contact us at the help desk to resolve any website errors or process the transfer for you.
6. Maintenance fee start date, as referenced on the declarations page, and defined below, is transferable to a new owner of the same vehicle so long as no claims have been made at the time of transfer.

HOW TO FILE A CLAIM

DO NOT HAVE ANY REPAIR SERVICE PERFORMED ON YOUR EV BATTERY, UNLESS IT IS FOR YOUR MANUFACTURER'S WARRANTY, PRIOR TO FILING A CLAIM WITH US AND RECEIVING APPROVAL OF SERVICE TO BE PERFORMED AND COVERED BY US. IF YOU DO NOT FOLLOW THIS STEP, WE MAY NOT PAY YOUR CLAIM IN FULL OR PART.

1. **INITIATE A CLAIM:** Go online to evbatteryshield.com, log into your profile and select 'file claim'. To preserve coverage eligibility, **we must authorize repairs before any service is performed**. **Any repairs that are not authorized by us are your responsibility and may not be covered by us in full or part.** You will be required to submit all information requested to us and complete all required steps before we communicate with your EV battery repair facility. After you complete the initial steps of filing a claim, you will be provided a unique link that your EV battery repair facility will have access to where they can provide information and manage the claim process.
2. **REPAIR ESTIMATE:** The EV battery repair facility will be required to provide us with a written estimate of repairs along with other specific details about the claim, your vehicle, proposed repairs, and other requested information. You will be provided with a unique

link that can be emailed to the EV battery repair facility to enter all required information online. A printable copy will be available that can be filled out by your EV battery repair facility and uploaded to your claim on your profile dashboard. We may request more information about the EV battery technician or repair facility prior to authorizing any claim.

Not limited to, the following information will be required to process a claim:

Warranty owner name; contract number; VIN; service inquiry date; mileage at time of service; diagnosis of EV battery issue; size of battery in kWh; manufacture of EV battery; EV battery cell capacity percentage for each individual cell/module; name, address, and license number of the EV battery repair facility; an itemized list of repairs needed including parts, cost, labor hours, labor rate, and sales tax rate, resulting in a final total to complete all repairs.

3. **PROVIDE MAINTENANCE RECORDS AND DOCUMENTS:** Provide vehicle maintenance records if requested by us. Maintenance records may be required in the event of a claim to determine coverage eligibility. Upload and provide all information and documents required to the website as directed by us. Your vehicle must have current and valid registration with a US state, commonwealth, or territory, and be adequately insured at the time of your claim or your claim will be denied.
4. **CONFIRMATION OF COVERAGE:** We will confirm the coverage and the covered repair costs with the EV battery repair facility according to the terms of your contract with us. We will issue a claim number for reference during the claims process. If there is a dispute between us and the EV battery repair facility, we reserve the right, after consulting with you, to move your vehicle to a different EV battery repair facility.
 - **DISASSEMBLE:** In some cases, you may need to authorize your EV battery repair facility to disassemble part(s) your vehicle to determine the cause and issues related to your EV battery, and cost of repair. You will be responsible for disassemble charges (and/or all reassemble charges) if the EV battery issue is not covered under your contract or your claim is denied by us. We reserve the right to require an inspection of your vehicle and to gather certain or specific information from the EV battery repair facility or other sources to determine coverage prior to authorizing covered repairs.
5. **REPLACEMENT PARTS:** We may authorize the EV battery repair facility to repair or replace covered parts with new, re-manufactured, or used parts of like kind and quality based on the age, mileage, or other factors of your vehicle at the time of repair. We may choose to have parts shipped to the EV battery repair facility. If you decide to use the EV battery repair facility parts, the authorized amount will be credited towards the cost of the repair; any additional amounts will be your responsibility.
6. **LABOR COSTS:** If you have elected labor coverage as part of your monthly cost to us, we will pay for hourly labor rates for covered repairs up to \$2,500. Authorized labor hours needed to perform repairs will be determined by us using a nationally recognized labor guide. If the labor costs exceed \$2,500 then you will be responsible to pay all excess charges directly to the EV battery repair facility. If you have not elected labor costs coverage, we will not pay any of the labor costs and the labor costs will be owed by you directly to the EV battery repair facility.
7. **DEDUCTIBLE:** You will pay the deductible amount listed on the declaration page directly to the EV battery repair facility.

8. **UNAUTHORIZED REPAIRS:** Any repairs not authorized by us, repairs not covered by this contract, and amounts above the limits of liability will be your responsibility.
9. **PAYMENT:** We may pay the authorized costs to the EV battery repair facility directly and we, with the EV battery repair facility's approval, will decide the form of payment. If the EV battery repair facility is unable to accept payment directly from us for whatever reason, we may reimburse you for authorized repairs and services paid directly by you.
10. **TAXES:** Payment for taxes related to repairs, including parts and/or labor shall be determined by the tax code(s) in the country, state, or territory where the repairs are performed.

DEFINITIONS

1. **ALTERNATE TITLE:** a vehicle title, registration or permit document marked with a permanent designation indicating an altered condition or unknown status of the vehicle. This includes, but is not limited to: damaged, dismantled, gray market, colored titles, salvaged, scrapped, water damage, totaled and odometer rollback or odometer unknown titles.
2. **BREAKDOWN/CAPACITY DEGRADE:** the inability of a covered part to operate as it was designed to work in normal service. When a covered part exceeds these manufacturer's tolerances, or battery capacity level reaches a certain threshold, as defined in this contract, a breakdown or capacity degrade will be considered to have occurred.
3. **CLAIM DENIAL LETTER:** communication regarding a denied claim.
4. **COMMERCIAL VEHICLE:** any vehicle that is used full or part-time for business purposes to generate financial income.
5. **CONTRACT:** this EV battery warranty contract that provides the warranty coverage that you have purchased from us, which includes the declarations page, general contract information, and other information about your warranty.
6. **CONTRACT HOLDER, YOU, YOUR, WARRANTY OWNER, CUSTOMER:** the contract or warranty purchaser named as the warranty owner on the declarations page.
7. **CONTRACT PERIOD:** The contract begins on the Effective Date as indicated on the declarations page and will be perpetual, renewed each month with payment of warranty premium, until cancellation, as defined in this contract, occurs. This contract is not guaranteed to be renewable.
8. **COVERAGE:** the coverage you have purchased as provided by the contract.
9. **COVERED BREAKDOWN:** an EV battery issue that results in an authorized payment by us to you or the EV battery repair facility on your behalf. Please refer to the exclusions outlined in this contract for the conditions under which the breakdown of a covered part is not considered a covered breakdown.
10. **COVERED PART:** any part of your EV battery that is specified as covered in the 'What's Covered' section of this contract and authorized by us for repair or replacement.
11. **DECLARATIONS PAGE:** the first page of this contract and titled DECLARATIONS PAGE, that provides key information specific to your contract.
12. **DEDUCTIBLE:** a portion of the covered breakdown you are required to pay per covered claim as listed on the declarations page of this contract.

13. **DISASSEMBLE:** the disassembly of a failed part or other parts of your vehicle that require disassembly to access your EV battery to determine the cause of failure. This includes R-D-I (Remove - Disassemble - Inspect).
14. **ELECTRIC VEHICLE (EV):** An electric car, battery electric car, or all-electric car is an automobile that is solely propelled by one or more electric motors, using only energy stored in batteries.
15. **ELECTRIC VEHICLE (EV) BATTERY:** The rechargeable energy storage device(s) and components associated for its operation and performance specifically designed to power the electric motor(s) and propel an electric vehicle.
16. **EV BATTERY SHIELD, WE, US, OUR, WARRANTY PROVIDER, THE COMPANY:** the party that administers this contract. The warranty provider's contact information is provided on the declarations page of this contract. This is who you contact for all questions about claims, cancellation requests and any other questions regarding your contract or EV battery warranty.
17. **EV BATTERY REPAIR FACILITY:** any licensed and certified EV battery repair facility chosen by you or referred by us and is authorized by us that is capable of performing repair services to a covered part of your EV battery.
18. **HYBRID ELECTRIC VEHICLE:** A hybrid electric vehicle (HEV) is an automobile that utilizes both an internal combustion engine and an electric motor.
19. **INITIAL TERM:** Means the first month after the contract effective date.
20. **MAINTENANCE FEE:** Is the amount you pay to keep your warranty active after 120 consecutive monthly premium payments have been made by you to us and given that you have not filed any claims. The maintenance fee amount is \$25/month.
21. **MANUFACTURER WARRANTY:** the warranty provided by the vehicle or battery manufacturer when the vehicle is new and provides coverage for a limited time/mileage period.
22. **RENEWAL TERM:** Means each succeeding month for which payment of your warranty premium has been received after the initial term.
23. **VEHICLE:** the vehicle described and identified by the VIN number on the declarations page.
24. **WAITING PERIOD:** the amount of time and miles the vehicle must be driven after the contract effective date before breakdown coverage begins, as specified in general exclusions.
25. **WARRANTY PREMIUM:** The monetary amount paid monthly by you, determined by the company, to the company in order keep this contract in good standing and in full effect.
26. **WARRANTY PROVIDER:** the party listed on the declarations page as the warranty provider and that is responsible for meeting the obligations provided to perform under this contract.

GENERAL EXCLUSIONS

The following items and conditions are not covered by this contract:

1. Repairs performed without prior authorization of a claim filed.
2. EV battery breakdowns that occurred on your vehicle prior to the effective date of this contract.
3. Any repair to your vehicle that is not the EV battery.
4. Any claims filed while you are in breach of any obligation set forth in this contract.

5. Any damage to EV battery resulting from an auto accident, act of God, or other damage from outside forces inconsistent with the everyday use of your EV battery.
6. Any damage resulting from lifting your vehicle by the battery with a jack, hoist, or other device that puts pressure on your EV battery and causes damage.
7. If your EV battery has been serviced or altered in any capacity by a non-EV battery repair certified individual or company.
8. If you provide misleading or inaccurate information to us, your claim will be denied.
9. Labor costs in excess of \$2,500 if you have elected labor coverage.
10. Your claim will be denied if your vehicle does not have current and valid registration with a US state, commonwealth, or territory, and is not adequately insured at the time of claim submission, you will need to provide documentation of both.
11. Repair or replacement of any part(s) that is not covered at time of breakdown.
12. Repairs performed without prior authorization from us.
13. Pre-existing conditions: Breakdowns that occurred prior to the contract effective date or during the waiting period.
14. Breakdowns/capacity degradation reported after the cancellation effective date.
15. Any repair if verifiable receipts or other information, as outlined in Battery Maintenance Requirements, are not provided if requested by us.
16. Breakdowns/capacity degradation caused by a lack of maintenance required by the vehicle or EV battery manufacturer.
17. Repairs resulting from improper or incomplete prior repairs or diagnosis.
18. If the odometer is inaccurate, inoperable, or has been altered such that the true mileage of the vehicle cannot be determined.
19. The cost of the deductible you are required to pay per covered claim as listed on the declarations page of this contract.
20. The cost of diagnosis, disassembly, or assembly of determining the issue with your EV battery.
21. Breakdowns or damage to your EV battery that are caused by external causes, forces, and acts of nature including, but not limited to: collision or auto accident(s) with another vehicle or inanimate object, road hazards, road salts, vandalism, theft, fire, earthquake, tornado, flood, hurricane, lightning, rust, freezing, explosion, smoke, riot, act of war, act of terrorism, power surges, any type of animal or insect, submerging the battery or driving through water higher than the bottom of the vehicle body, and damage resulting from water intrusion or corrosion.
22. Damage or breakdown/capacity degradation from attempting to impact the battery life using methods that the battery or automaker has not approved.
23. Damage or breakdown/capacity degradation from installing parts that the battery or automaker has not approved.
24. Damage or breakdown/capacity degradation caused by your failure to install all available software or firmware updates.
25. Damage or breakdown/capacity degradation from using charging devices not approved by the battery or vehicle manufacturer.
26. If your vehicle is modified in any way that increases the likelihood of your EV battery to breakdown/capacity degradation at a more rapid pace than designed or normal wear and tear would be expected.
27. Negligence:
 - Breakdowns/capacity degradation caused by misuse, abuse, negligence, incorrect computer programming, not updating firmware or other battery enhancement requirements.
28. Betterment:
 - Any cost related to updating, bettering, or retrofitting components or systems of your EV battery

for any reason including but not limited to product changes, lack of product availability or government regulations.

29. Extra shop charges including but not limited to: shop supplies, storage fees, freight charges, and labor hours that cannot be verified using a nationally recognized labor guide.
30. Manufacturer responsibility:
 - Damage or breakdowns because of a defect, product improvement or change that the vehicle manufacturer has announced as its responsibility by a public recall, technical service bulletin and/or special policy for the purpose of correcting such defect or product shortcoming or other legal settlements.
 - If a breakdown/capacity degradation is covered by a manufacturer's warranty, repairer's guarantee, or any other service contract, or insurance policy of any type, such coverage(s) shall be primary and coverage under this contract shall be secondary.
 - Breakdown of any component or repair stated as covered by the manufacturer's full original warranty for the term and mileage of such coverage to the original owner, whether collectable or not, or such coverage that was transferable to the subsequent owner(s) if the transfer was not completed by the subsequent owner(s).
 - If the manufacturer's new vehicle warranty has been determined null and void by the manufacturer, regardless of the reason.
31. Covered part(s) that are damaged by a non-covered part.
32. Parts not listed for coverage that are damaged by a coverage part.
33. Repairs if your vehicle has an alternate title unless surcharge was authorized by us.
34. Loss of time or inconvenience.
35. Towing, rental car costs, or other fees incurred during any period of repair.
36. Costs associated with damage to property, injury and/or death of any person regardless of how it is caused, even if caused by your vehicle, either before or after any repairs to your vehicle have been made. In no event shall the Company or any of its representatives be liable under this Warranty to you or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages arising out of, relating to, or in connection with this Warranty.
37. Failure to follow proper charging procedures as outlined by the manufacturer or the use of any charging cables/adapters not approved by the manufacturer.
38. Any premature failure of the battery due to exposing the vehicle to ambient temperatures over 120 degrees Fahrenheit for over 24 hours or ambient temperatures under -20 degrees Fahrenheit for a period of more than 7 days.
39. Reduction in overall battery capacity unless capacity is less than 70% of the maximum 100% capacity and manufactures warranty is expired.
40. Claims filed within 75 days of the effective date of your contract.
41. Claims filed before you have driven your vehicle at least 500 miles from the odometer reading on the effective date of your contract as stated on the declarations page.
42. If you have not made at least three (3) consecutive monthly premium payments.

GENERAL PROVISIONS

Refer to the Individual State Variance Requirements, if applicable, for state specific modifications to your contract. Terms in a State Variance Requirements mandated by state law supersede any conflicting terms of this contract.

1. You are not required to purchase this contract in order to purchase or obtain financing of the vehicle.
2. You will be required to pay a one-time warranty establishment fee of \$149 plus the first month's warranty premium at the time of warranty purchase.

3. **This contract is not an insurance policy.**
4. This contract applies only to a breakdown or capacity degradation occurring within the continental United States, Alaska, Hawaii, or US territories.
5. No person has the authority to change this contract or to waive any of its provisions. This contract is for the sole benefit of the warranty owner named on the declarations page or any authorized user approved by the warranty owner and applies only to the vehicle described on the declarations page.
6. Notwithstanding anything to the contrary contained in this contract, in the event you do not accept or cash any refunds or payments related to this contract within one hundred eighty (180) days of our payment, you forfeit such refund or payment, and the company is not obligated to remit a new refund check or payment to you.
7. The warranty premium is subject to change based on cost of raw materials used to create EV battery parts, service EV battery repairs or replacements, government regulations, or other factors that influence the EV battery industry. If your warranty premium changes, you will be notified by us prior to any change taking effect.
8. Upon completion of 120 consecutive monthly premium payments with no claims filed, your account will no longer be required to pay the full premium to receive the same coverage as herein expressed. Starting the 121st month and beyond you will be required to pay a Maintenance Fee of \$25/month to maintain your account as active. Your Maintenance fee start date is listed on the declarations page. If you do not pay the Maintenance Fee, your warranty will be canceled, and we will not be obligated to pay any claims on your behalf in part or in full. Your Maintenance Fee start date is transferable to a new owner of the same vehicle as reference herein.
9. Our liability shall be limited to the reasonable costs for repairs or replacement of any covered part. The reasonable amount of labor time needed for the repair or replacement of any covered part shall be determined by us based on the nationally recognized guide currently used by us as defined in this contract up to \$2,500 if you have elected to include labor costs in your monthly premium payment to us.
10. You will be responsible for the cost of all repairs that exceed the total limit of liability under this contract. We are not required to authorize or pay for any repair amounts if all needed or covered repairs are not performed on your vehicle.
11. We are not liable for any costs you incur during timeframes of repair, outside of what is covered under this contract. We are not liable for any malfunctions of repair facility equipment or delays you experience because of issues related to your repair facility or other circumstances that are beyond our control. We are not liable for any damage to your vehicle caused by your repair facility.
12. By signing this contract, you accept all the terms and conditions set forth herein and acknowledge that terms and conditions are subject to change based on our determination with or without your prior approval or notice to you.
13. You are required to notify us within 15 days if your vehicle use changes from personal use to commercial use or increases in millage driven to over 15,000 per year. If you do not notify us of such change and file a claim, we will not be obligated to pay your claim in full or in part.

SUBROGATION: You agree that we, after making a claim payment on your behalf, have all rights of subrogation against others who may be responsible for the covered breakdown resulting in such payment. You will preserve such rights with appropriate actions or inactions. You will do

nothing to prejudice such rights, and **you will execute and deliver to us information and documents required to secure or maintain such rights.** All amounts, not to exceed the total amount paid by us, that are recovered by you, for which we made a payment under this contract on your behalf to others or you or were previously reimbursed by us, is our property and must be forwarded to us promptly upon receipt.

CLAIM REVIEW/DISPUTE SUBMISSION

Your customer experience and satisfaction matter to us. If you believe your claim was wrongfully denied or not properly resolved, you may have your claim further reviewed by completing the online form found on your profile dashboard on our website by selecting 'dispute claim' and following the required steps within ninety (90) days of the company's claim denial decision. We will review your concerns and attempt to contact you as soon as possible but no later than five (5) business days to discuss your claim.

ALTERNATIVE DISPUTE RESOLUTION

Please read this section carefully. This section limits certain rights you have including your right to obtain relief or damages through court action.

Any legal dispute between you and the administrator relating to this contract will only be resolved by arbitration. To begin arbitration, either you or we must make a written demand for arbitration within sixty (60) days of the administrator's final decision. The arbitration will take place before a single arbitrator. It will be administered under the American Arbitration Association Consumer Rules in effect when the claim is filed. You agree that any arbitration proceeding will only consider your claims.

You agree that you shall not participate in any class arbitration proceedings or class action lawsuits regarding this contract against us, the seller, or the insurer, unless specifically permitted to do so under applicable law. We do not agree to participate in any class arbitration proceedings or class action lawsuits, unless required to do so under applicable law or specific court order.

You may employ an attorney to represent you in any arbitration brought under this contract but are not required to do so. The parties agree that EV Battery Shield will not pay your attorney's fees, costs of arbitration, fees, service fees, or any other litigation-related expenses.

Any arbitration must be brought within ninety (90) days or within the time period specified by the pertinent statute of limitations for the jurisdiction under which a lawsuit could be brought under this contract or the arbitration shall be barred, unless prohibited by law.

LIMIT OF LIABILITY

The total limit of liability for the contract term for all claims and benefits shall be governed by the amounts and other terms provided on the declarations page.

If the limit of liability is based in part on the value of your EV battery or vehicle in general, and the vehicle valuation guide specified in the declarations page is not available or has no valuation for your vehicle, the vehicle valuation will be determined by another independently published guide selected by us.

If you have not elected to cover labor costs as part of your warranty premium, we will not be

responsible for the cost associated with labor to any EV battery repair facility for any repair or replacement of covered or not-covered parts due to a breakdown/capacity degradation.

If your EV battery costs above the national average per kWh to replace, we will only be liable to pay your EV battery repair facility your kWh battery size x the national average per kWh to replace EV batteries. Your kWh battery size is listed on the declarations page of this contract. National average cost per kWh shall be sourced using the most recent up to date information found at energy.gov or other reliable and credible source determined by us at the time to claim processing.

CANCELLATION

1. You may cancel this contract by logging in to your profile dashboard on our website and selecting 'cancel warranty'. Follow the steps prompted to cancel your warranty.
 - If canceled within the initial term of the contract, which is **one (1) month** from the original Contract Effective Date, you will receive a full refund of the amount paid for the initial term.
 - No refunds will be issued after the initial term; until: *See Item #4*
 - If you have trouble or are unable to cancel your warranty on your profile dashboard on the website, you can contact our help desk, and someone will help you cancel your warranty.
2. You may cancel this contract by either notifying us, canceling your warranty on the website, or by failing to make your monthly payment. If you do not make your monthly payment for 4 consecutive months, we will terminate your contract and warranty and will no longer be obligated to pay any claims on your behalf in full or in part. If you miss payments and do not wish to cancel, all past due payments must be paid for your contract warranty to be in good standing and in full force and effect.
3. We may immediately cancel this contract for misrepresentation by you when purchasing this contract, misrepresentation by you when submitting a claim, or if your vehicle is found to be modified in a manner not recommended by the vehicle manufacturer.
4. After you have made 12 consecutive payments, you will qualify for a 25% refund of the entire amount you have paid us, if you cancel for any reason. If you transferred your warranty from a previous customer, you will likewise have to make 12 consecutive payments before you qualify for this program and will only receive a refund of the money you have paid to us.

Agreed and signed on this _____ day of _____, 20____

Customer: _____

Company: _____

END OF CONTRACT