



INTERNATIONAL MOTORS, LLC*
SUPPLIER WARRANTY REQUIREMENTS

*International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.

International Supplier Warranty Requirements

Supplier agrees to warrant its Product(s) (consisting of all products provided by Supplier to International Motors, LLC* ("International") pursuant to the applicable Supply Agreement or International Contract(s) between Supplier and International (collectively, the "Parties" and individually, each a "Party"), as may be amended from time to time by the Parties) against defects in materials, workmanship, or occurring in connection with the manufacture of its Product(s), or with the design of the Product(s) (to the extent Supplier is responsible) or any combination of these. Additionally, Supplier will reimburse International for any defects in the Product(s) that are revealed from field failures that were not addressed in the product validation and certification process. Supplier's warranty hereunder includes the successful operation and performance of Supplier's Product(s) in the field. Supplier responsibility for defects will be determined during a warranty Product review or, in special circumstances, through a statistical problem-solving process. Supplier's warranty includes the same warranty against such defects in components or parts supplied by any tier suppliers as part of the Product(s).

Warranty Coverage Duration

In terms of duration, Supplier's warranty period shall meet or exceed the following defined limits applicable for the Product. Supplier's warranty period will begin on the date an International vehicle is delivered to the end-customer with such Product installed therein or the date the Product is sold over-the-counter for service ("Warranty Start Date"). Supplier further understands and agrees that the warranty hereunder covers the time from the date that the vehicle with Supplier's Product(s) installed therein leaves the finished vehicle assembly plant until the date that the vehicle is delivered to the end-customer ("Pre-Delivery").

INTERNATIONAL STANDARD WARRANTY		
<i>Component Classification</i>	<i>Months</i>	<i>Mileage</i>
Internal Combustion Engine	120	650,000
Transmission	60	750,000
Battery Electric Vehicle (BEV) Major Components Battery Management System (incl. Thermal Management), BEV Motor/Drive Axle, Interface, Converting, and Wiring	60	350,000
All Other	36	360,000
INTERNATIONAL SERVICE PART		
<i>Component Classification</i>	<i>Months</i>	<i>Mileage</i>
All Products	12	Unlimited
FLEETRITE® SERVICE PART		
<i>Component Classification</i>	<i>Months</i>	<i>Mileage</i>
Fan Drives	36	300,000
Charge-Air-Cooler, Radiator	24	Unlimited
All Other	18	Unlimited

Supplier agrees to waive the time and mileage limitation to which the foregoing warranties are subject in the event that after the applicable warranty period has expired, defects of the same or similar nature have been discovered in a statistically significant portion of Supplier's Product(s). Supplier agrees to handling such situations in good faith with the goal of ensuring customer satisfaction and minimizing reputational risks for both Parties. All decisions regarding extended support obligations will be transparently documented and mutually agreed upon on a case-by-case basis.

Reimbursement for Warranty Claims

- A. Subject to the warranty terms above, Supplier shall reimburse International for the following warranty claim costs determined by International to be the responsibility of Supplier:
- i. All material costs associated with a warranty claim, which includes parts/materials not supplied by Supplier, at International's acquisition cost; plus
 - ii. International's Handling Allowance (International to Dealer) in effect at the time of failure for all parts associated with a claim; plus
 - iii. Dealer's approved labor rate multiplied by International's appropriate Standard Repair Time ("SRT") or reasonable time if no SRT is published; plus
 - iv. Freight charges associated with the delivery of replacement parts; plus
 - v. Charges associated with subcontractors (i.e.; towing); plus
 - vi. Cost of repairs (labor and materials) of any progressive damage to other components caused by Supplier's defective Product.

If Supplier requests parts to be returned for Product review, Supplier shall reimburse International for the following costs regardless of responsibility of the warranty claim:

- i. Freight costs incurred by International to have failed material returned to the International Product Review Center ("PRC"); plus
- ii. Processing costs incurred by International to have failed material processed at the International PRC; plus
- iii. Freight costs to have failed material returned to Supplier.

Supplier agrees to provide the required shipping information to the PRC within three (3) business days from the shipment request date from International. Failure of Supplier to respond within three (3) days of such occurrence may, at International's discretion, result in scrapping of parts and an immediate debit to Supplier for the total warranty claim cost pursuant to the terms and conditions of this Warranty Agreement.

- B. Supplier agrees to participate in periodic warranty Product(s) reviews. By doing so, Supplier agrees to review a percentage of the warranty claims submitted to International for any given time period as determined and directed by International. International will establish a responsibility ratio, which sets forth each Party's respective responsibility for warranty claims ("Responsibility Ratio"). The Responsibility Ratio will be determined as a result of the Product review, calculated as the warranty claims costs for which Supplier is responsible divided by the total warranty claims costs reviewed. The Responsibility Ratio will be applied to the determined population of warranty claims, resulting in the warranty claim amount owed by Supplier to International for those claims. The Responsibility Ratio will remain in effect until the parties conduct another Product review for purposes of establishing an updated Responsibility Ratio.

For warranty claims where Product returns are not available, including, but not limited to, claims from International's major fleet customers and claims filed outside of the contiguous United States and Canada, International and Supplier will share warranty responsibility fifty percent (50%) / fifty percent (50%) until such time as a Responsibility Ratio has been established.

For Product(s) reviewed where a failure has occurred and root causes cannot be identified or is undetermined, International and Supplier will share warranty claim responsibility fifty percent (50%) / fifty percent (50%).

For Products found to have been returned from International's dealers without a detectable defect or No Trouble Found (NTF), International and Supplier will share warranty claim responsibility fifty percent (50%) / fifty percent (50%).

Campaigns and Safety Recalls

In the event that defects in Supplier's Product result in International issuing an authorized field change or a safety recall, Supplier will reimburse International for reasonable administrative and repair expenses, including, but not limited to parts operation and reliability and quality expenses, in addition to the reimbursement for warranty claim costs specified above in Section A. Supplier agrees to participate in the issue resolution process to the extent required by International. This may include, but is not limited to, engineering support and dealer and fleet support systems.

Goodwill

If International agrees to reimburse a customer for Product failures beyond the warranty period or terms in order to show good will and/or maintain customer satisfaction, Supplier agrees to negotiate in good faith with International regarding reimbursement for these expenses to International on a case-by-case basis. Such negotiations will be in addition to Supplier's reimbursement obligations as set forth above in Section A.

Payment Terms

Supplier agrees to utilize the International Supplier Warranty Portal ("Portal") to review and respond to all warranty claims within fifteen (15) days of the later to occur between the date when (a) such claim is presented to Supplier within the Portal or (b) failed Product(s) are returned to Supplier, if applicable. Failure of Supplier to respond within fifteen (15) days of such occurrence may, at International's discretion, result in an immediate debit to Supplier for the total warranty claim cost pursuant to the terms and conditions of this Warranty Agreement.

In the event that Supplier fails to adhere to the terms stated herein, International reserves the right to take action to resolve any warranty claim(s) in accordance with the terms outlined herein, including but not limited to, charging Supplier for any assigned warranty claim(s). Supplier's reimbursement for warranty claims is due at the time of final determination of responsibility by International. Warranty claim cost will be debited to Supplier when due.

IW-001-SWR Compliance Statement

Supplier understands and will comply with International’s Supplier Warranty Requirements for the Product, as detailed in the International Supplier Warranty Requirements (Document IW-001-SWR). These Requirements are part of the RFQ (“Request for Quote”) process and therefore forms the basis of every supplier quote related to such RFQ.

SUPPLIER NAME AND ADDRESS:

(PRINT SUPPLIER FULL LEGAL NAME AND INCORPORATION TYPE)

(PRINT SUPPLIER CORPORATE ADDRESS)

(PRINT SUPPLIER CORPORATE ADDRESS)

SUPPLIER AUTHORIZED SIGNEE:

(PRINT NAME)

(SIGNATURE)

(TITLE)

(DATE)