

Cummins Warranty

US and Canada School Bus Applications- Battery Electric Systems

Coverage

Product Warranted

This Limited Warranty is subject to the separate coverages and the exclusions and limitations described below. This Limited Warranty applies to new Battery Electric Systems sold by Cummins and delivered to the first owner on or after February 1, 2021 that are used in school bus* categories within the US and Canada**.

The Base Warranty covers any failures of the Battery Electric System (Powertrain and Battery Pack) which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure) during the terms set forth below.

Powertrain Warranty

The Powertrain Warranty covers Warrantable Failures of the Powertrain, including Propulsion Motor, Inverter, High Voltage Junction Box, System Controller and Battery Management Controller.

This coverage begins with the sale of the Battery Electric System by Cummins and ends 5 years or 100,000 miles whichever occurs first, after the date of delivery of the Battery Electric System to the first user.

Battery Pack Warranty

The Battery Pack Warranty covers Warrantable Failures of Battery Pack (covered part).

This coverage begins with the sale of the Battery Electric System and ends 8 years or 125,000 miles, or 80MWhrs of gross discharge per pack, whichever occurs first, after the date of delivery of the Battery Electric System to the first user.

Battery state of health deterioration below 80% within the terms listed above is a warrantable failure of the Battery Electric System.

The procedure for determining state of health can be found in the service manual.

These Warranties are made to all Owners in the chain of distribution and coverage continues to all subsequent Owners until the end of the periods of coverage.

Cummins Responsibilities

During The Product Warranty

Cummins will pay for all parts and labor needed to repair the damage to the Battery Electric System resulting from a Warrantable Failure.

Cummins will pay for antifreeze and other maintenance items that are not reusable due to a Warrantable Failure.

Cummins will pay for reasonable labor costs for Battery Electric System removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a disabled vehicle to the nearest authorized repair location when

caused by a Warrantable Failure. In lieu of towing expenses due to a Warrantable Failure, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging, when the repair is performed at the site of the failure.

Owner Responsibilities

During The Product Warranty

Owner is responsible for the cost of antifreeze, filter elements and other maintenance items replaced during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for the operation and maintenance of the Battery Electric System as specified in the applicable Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Battery Electric System available for repair by such facility. Except for Battery Electric Systems disabled by a Warrantable Failure during the Base Warranty such that repairs are performed at the site of the failure, the Owner must also deliver the Battery Electric System to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Battery Electric System repairs and for "downtime" expenses, fines, cargo damage, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants; lack of maintenance of cooling systems; improper storage, starting, or shutdown practices; unauthorized modifications of the Battery Electric System; or use of the Battery Electric Systems or Battery Packs as a stationary power source (without the express written consent of Cummins).

Any unauthorized modifications to the Battery Electric System will void the Warranty.

Cummins is also not responsible for failures caused by incorrect coolant.

Cummins is not responsible for any Battery Pack damage resulting from attempting, either by physical means, programming, or other methods, to extend (other than as

specified in Cummins Operation and Maintenance Manuals) or reduce the life of the Battery.

Cummins is not responsible for failures/damages resulting from a defect/failure within a vehicle charger or use of a charger that does not meet Cummins specifications. Cummins is solely responsible for determining if a charger meets Cummins specifications.

Parts used to repair a Warrantable Failure may be new Cummins parts or Cummins approved rebuilt, repaired or refurbished parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt, repaired or refurbished parts used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

For warranty claims specific to Battery Pack capacity, the replacement Battery Pack will be in a condition appropriate to the age and mileage of the school bus sufficient to achieve or exceed the minimum Battery Pack capacity for the remainder of the warranty period of the original Battery Pack. Note that school bus range estimates are an imperfect measure of Battery Pack capacity because they are affected by additional factors separate from Battery Pack capacity. The measurement method used to determine Battery Pack capacity, and the decision of whether to replace or provide rebuilt, repaired or refurbished reconditioned or remanufactured parts, and the condition of any such rebuilt, repaired or refurbished parts, are at the sole discretion of Cummins.

The Battery Pack, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of Battery Pack energy or power over time or due to, or resulting from, Battery Pack usage is NOT covered under this Battery Pack and Powertrain Limited Warranty, unless it has degraded below the state of health specified in the terms of this coverage. Low voltage batteries are NOT covered under this Battery Pack and Powertrain Limited Warranty.

Cummins Inc. reserves the right to interrogate System Control Module (SCM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

THESE WARRANTIES SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO EACH BATTERY ELECTRIC SYSTEM AND THE COMPONENTS THEREOF. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CUMMINS SHALL NOT BE LIABLE FOR LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, DAMAGE TO GOODWILL, ENHANCED DAMAGES OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM OR CAUSED BY THE USE,

OPERATION, FAILURE OR DEFECT OF ANY PRODUCTS.

This Warranty shall be enforced to the maximum extent permitted by applicable law. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

* A vehicle used to transport students to and from school. Vehicle must be painted yellow, should have warning lights and the words 'SCHOOL BUS' written on the front and rear roof caps. The requirements pertaining to paint color, warning lights and 'SCHOOL BUS' inscription would not apply if the vehicle is exclusively used to transport students for school related activities and it is owned by a school district.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.



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Bulletin No. 5676405
Printed in U.S.A. Rev 6/21
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