HYBRID GEEK LIMITED WARRANTY

Last Updated: January 19, 2025

Hybrid Geek Limited Warranty

1. Limited Warranty. Subject to the terms and conditions in this Limited Warranty ("Warranty"), for the duration of the Warranty Period, as defined below, The Hybrid Geek ("Hybrid Geek") warrants its hybrid batteries to be free from defects in material and workmanship, to the original purchaser ("Customer") (collectively "Parties"). If the battery is found to be defective in material or workmanship during the Warranty Period, Hybrid Geek will issue a replacement battery in accordance with this Warranty. Except as otherwise set forth herein, this Warranty is valid for the Customer listed on the original purchase invoice. Proof of purchase and installation must accompany the request to validate the Warranty.

   The Warranty Period shall mean the period during which Hybrid Geek shall remain liable for battery replacement under the applicable Warranty Plan chosen by the Customer. Each Warranty Period shall commence on the date of purchase stated on the final sales invoice. The available Warranty plans and corresponding Warranty Period are set forth in Table 1.

Table 1

Warranty Plan	Warranty Period
"90 Day Hybrid Battery Pack Warranty"	90 Days or 3,000 miles (whichever occurs first)
"1 Year Hybrid Battery Pack Warranty"	1 Year or 12,000 miles (whichever occurs first)
"2 Year Hybrid Battery Pack Warranty"	2 Years or 24,000 miles (whichever occurs first)
"3 Year Hybrid Battery Pack Warranty"	3 Years or 36,000 miles (whichever occurs first)
"4 Year Hybrid Battery Pack Warranty"	4 Years or 48,000 miles (whichever occurs first)
"5 Year Hybrid Battery Pack Warranty"	5 Years or 60,000 miles (whichever occurs first)
"6 Year Hybrid Battery Pack Warranty"	6 Years or 72,000 miles (whichever occurs first)
"Lifetime Hybrid Battery Pack Warranty"	Lifetime of vehicle

2. Commercial Products. Notwithstanding any other terms or provision under this Warranty, Customer acknowledges and agrees that the Warranty Period for batteries installed in commercial vehicles are limited to 12,000 miles per year or 1,000 miles per month, whichever occurs first. For the purposes of this Warranty 'commercial vehicles' include, but are not limited to, vehicles used, in whole or part, to provide commercial transportation services such as taxicabs or ridesharing services such as UBER or LYFT. Whenever the terms or provisions of this paragraph shall conflict with the terms or provision of any other paragraph of the Warranty, the terms of this paragraph shall control over the conflicting terms or provisions.

3. Exclusions. The Warranty does not apply to any costs, repairs, or services for the following:

a. Improper installations conducted by individuals or businesses that are not the Hybrid Geek contracted installers;
b. Misuse, abuse, or accident;
c. Exposure to harsh weather and/or chemicals;
d. Products stored for a period of thirty (30) days or more, whether in the vehicle or out;
e. Physical damage caused after the delivery and installation of the battery to the customer;
f. Damages or defects that may have been caused by shipping, if accepted at delivery and not documented with the carrier;
g. The battery pack is opened, or there is evidence of any tampering, removal, partial removal, or otherwise broken warranty sticker(s), or any other damage to warranty sticker(s);
h. The attachment of any unauthorized accessory and/or alteration to the product;
i. Any modifications or bypass of the vehicle systems not in congruence with manufacturer specifications;
j. Reinstallation of the hybrid battery into a different vehicle;
k. Poor vehicle maintenance including engine failure to start or poor engine power conditions; or
l. Flooding, fire, or other damaging incident in which the battery's environment is compromised.

4. Limitation of Liability. THIS LIMITED WARRANTY REPRESENTS THE TOTAL LIABILITY OF HYBRID GEEK FOR ANY BATTERY. ANY EXPRESS WARRANTY NOT PROVIDED IN THIS LIMITED WARRANTY, AND ANY REMEDY WHICH, BUT FOR THE DISCLAIMER PARAGRAPH, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW IS HEREBY EXCLUDED AND DISCLAIMED BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

   UNDER NO CIRCUMSTANCES SHALL THE HYBRID GEEK BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE.

5. Service Requests. Customer acknowledges that all requests must be initiated by submitting a ticket at www.Help.TheHybridGeek.com. Before filing a claim under this Warranty, Customer agrees to take the Vehicle to a reputable dealership or repair shop to run diagnostic tests. Customer further agrees, following the diagnostic tests, to provide Hybrid Geek with:

   i. All Diagnostic trouble codes for the Hybrid Control ECU;
   ii. All Diagnostic trouble codes for the Hybrid Battery ECU;
   iii. All Diagnostic trouble codes for the Engine Control ECU;
   iv. The Vehicle's VIN; and
   v. The Vehicle's mileage

Customer acknowledges that no warranty claim will be processed without the information outlined in Section 6(i)-(v) being provided to Hybrid Geek. Customer further acknowledges and agrees that the information outlined in Section 6(i)-(iii) will be provided in the form of an official print out, from the diagnosing shop. Upon review of the repair shop/dealership diagnosis and determination/confirmation of a battery failure within the Warranty Period, The Hybrid Geek will replace the failed battery in accordance with the Warranty. Only codes that directly indicate hybrid battery failure or internal pack imbalance are eligible for replacement under warranty.

Approved DTCs include:

- P0A80 – Replace Hybrid Battery Pack
- P0A7F – Hybrid Battery Pack Deterioration
- P0AFA – Hybrid Battery System Voltage Failure
- P3011 – P3024 – Weak Block/Module Performance (specific block imbalance faults)
- P0AC0 – Hybrid Battery System Performance
- P0AC1 – Hybrid Battery Pack Sensor Fault
- P0A1F – Hybrid Battery ECU Malfunction
- P0AC2, P0AAC, P0AC8, P0B3D, P0B42, P0B47, P0B4C, P0B51, P0B56, P0B5B, P308A – Hybrid Battery Voltage Imbalance or Module Faults
- P0AA6 – Hybrid System Voltage Isolation Fault (covered when subset code 612 is presented)

Warranty coverage applies only when these DTCs are in Current or Pending status with a recent date and photo evidence.

The following codes and categories **are not covered**, as they indicate issues unrelated to the hybrid battery pack or its internal components:

- P3190, P3191, P3193, P0A0F — These indicate that the engine failed to start or is not producing sufficient power. Such conditions can drain or stress the hybrid battery but are not caused by a defect in the battery itself.
- P3000 — This is a general hybrid control system code that requires sub-codes for confirmation. It alone does not indicate a bad battery pack.
- P0A94 — Indicates inverter system malfunction, typically unrelated to the hybrid battery modules or ECU.
- P1116 – Coolant temperature sensor fault
- P0420 – Catalyst efficiency below threshold
- C1259, C1310 – Regenerative braking or HV system coordination faults
- C1241 – Low 12V voltage or auxiliary power issue
- U0293, U0111 – Communication loss with hybrid or battery control modules

If only these codes are present, warranty coverage will not apply, as they do not meet the criteria for confirmed hybrid battery failure.

The codes listed above are examples of commonly accepted and denied codes. This list is not exhaustive and The Hybrid Geek is not bound to approve or deny a claim solely based on whether a code appears on the aforementioned lists. Each warranty claim is reviewed individually. Any diagnostic trouble code not listed will still be subjective to technical review and final approval by the company's customer support team. DTCs determined to originate from non-battery

components or external vehicle systems may be denied coverage, even if not explicitly mentioned above.

6. Customer Cost.

    a. Diagnostics. Customer acknowledges Hybrid Geek will not reimburse Customer for any diagnostic or diagnostic associated expense with a Warranty claim.
    b. Towing. Customer acknowledges that Hybrid Geek will not reimburse Customer for any towing expenses associated with a Warranty claim.

    Shipping & Installation. Under this Warranty Agreement, and except for OEM Lifetime Hybrid Battery Packs, The Hybrid Geek will cover shipping or provide mobile installation for a warranty replacement battery for customers located within the Company's Service Area.

    For customers covered under prior or legacy warranty agreements, shipping and installation coverage shall be governed by the terms and conditions of the warranty agreement in effect at the time of the original battery purchase.

7. Transfer. This Agreement applies to the hybrid battery installed in the original vehicle identified by VIN at the time of installation. The Agreement is vehicle-specific and applies only to the battery installed in that vehicle.

    a. Authorized Commercial Partners. An Authorized Commercial Partner is a bona fide automotive business, including but not limited to licensed automotive dealerships, repair facilities, or fleet service providers, that purchase hybrid batteries for installation into customer vehicles in the ordinary course of business, and that are approved by The Hybrid Geek at its sole discretion.

    b. Commercial Sales & Warranty Eligibility. For batteries purchased and installed by an Authorized Commercial Partner on behalf of an end customer, the end customer shall be deemed the original warranty holder. In these cases: No warranty transfer is required, and; The Warranty remains valid when the vehicle is sold or returned to the end customer as part of a retail sale or repair transaction. Warranty transfer requirements described in Sections 7.C & 7.F do not apply to Authorized Commercial Partner transactions.

    c. Business Verification. The Hybrid Geek may require reasonable verification to confirm Authorized Commercial Partner eligibility, including but not limited to: Valid business name and physical address; Federal EIN or state business registration; proof of automotive operations; Applicable dealer or repair licenses where required. Failure to provide reasonable verification upon request may result in denial or revocation of Authorized Commercial Partner status.

    d. Consumer to Consumer. This Agreement may be transferred in the event of a private, consumer to consumer sale of the vehicle after the battery has been placed into service.

    e. Warranty Transfer Process. The purchaser of the vehicle ("New Owner") must submit a warranty transfer request within thirty (30) calendar days of purchase, at www.Help.TheHybridGeek.com:
        i. Original invoice or original customer name and date of installation.

ii. Copy of original customer's vehicle registration;
iii. Copy of new vehicle owner's registration; and
iv. Signed warranty transfer agreement.

f. Costs. There is no fee to transfer this Agreement. For warranty claims submitted after a consumer-to-consumer transfer, the new vehicle owner will be responsible for any applicable installation and/or shipping copayments associated with a warranty replacement. Copayment requirements may differ for Lifetime hybrid battery packs or customers located outside of the Company's service area.

g. Limitations. The Warranty applies only to the battery installed in the original vehicle identified by VIN. The warranty is null and void if the battery is removed and installed into a different vehicle. The Hybrid Geek reserves the right to deny or void warranty coverage if a battery is: Sold without installation; Installed into inventory vehicles without an identified end customer; Resold outside the ordinary course of business, or; used primarily for arbitrage, brokering or unauthorized resale. The Hybrid Geek reserves the right, at its sole discretion, to determine eligibility for Authorized Commercial Partner status, request additional documentation, deny or revoke eligibility, and interpret and enforce the terms of this Warranty.

8. Other

    a. Minimum Milage. Customer acknowledges Vehicle must be driven a minimum of 400 miles per month, failure to do so will void this Warranty. Customer further acknowledges that failure to drive the Vehicle for more than 30 consecutive days will void this Warranty.
    b. Water Intrusion. Customer acknowledges battery damage caused by water intrusion into Vehicle cabin or Vehicle battery area will void this Warranty. Hybrid Geek agrees that if water intrusion or evidence of water intrusion is discovered inside the battery area during initial installation of the hybrid battery, Customer will be advised by the installer to have issue rectified. Hybrid Geek further agrees that if the water intrusion is rectified within seven (7) days and proof of the repair is emailed to Support@TheHybridGeek.com, this Warranty will remain valid.
    c. Fuel. Customer acknowledges battery damage caused by the vehicle running out of gas or failure of the fuel pump will void this Warranty.
    d. Payment. Customer acknowledges and agrees that all parts and labor related to installation of the new battery pack must be paid in full, at the time replacement is completed, or this Warranty is null and void.
    e. Warranty Activation for Shipped Orders. For hybrid battery orders that are shipped to customers located outside of The Hybrid Geek's mobile service area, warranty coverage does not begin upon delivery of the battery. Instead, the warranty will become active only once the original battery core and shipping tote have been received by The Hybrid Geek. Customers must return the core and tote within 30 calendar days of receiving their replacement battery. If the core and tote are not returned within this timeframe, the warranty will be considered null and void, and no warranty coverage will apply to the purchased battery.
    f. Sale is Final. Customer acknowledges and agrees that all sales are final. Once a battery pack has been installed on a vehicle, Customer may not return it.

9. General Terms

    a. Dispute Resolution. The Parties will attempt to resolve any dispute arising out of or relating to this Warranty through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution Procedure.

       Any controversies or disputes arising out of or relating to this Warranty will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's decision will be final, and judgment may be entered upon it by any court having proper jurisdiction.

    b. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document; or (d) on the third day after the date mailed, by certified or registered mail, return

receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the first page of this Warranty (or to such other address that may be designated by a Party from time to time in accordance with this Section).

c. Severability. If any term or provision of this Warranty is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of provision of this Warranty or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. Business Right to Terminate Coverage.
The Hybrid Geek reserves the right to terminate this Warranty immediately and without further obligation under the following circumstances:

a. Evidence of fraudulent or misleading activity by the Customer related to the battery, vehicle, or warranty claim;

b. Threatening, abusive, or unsafe behavior directed at Hybrid Geek representatives, installers, or staff;

c.Repeated refusal to follow required warranty procedures or provide requested diagnostic documentation after written notice;

d. Use of the battery or vehicle in a manner deemed grossly negligent or abusive beyond the scope of normal vehicle operation.

In such cases, Hybrid Geek will notify the Customer in writing of the reason for the termination, and no further claims shall be honored under this Warranty.

Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Warranty shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.