FISKER

New Vehicle Limited Warranty Coverage

https://www.fiskerinc.com/legal/limited-warranty-coverage

General Limited Warranty Provisions

Fisker provides this New Vehicle Limited Warranty for your Fisker Ocean vehicle, subject to the terms, conditions, and limitations stated below.

Warrantor

The Warrantor for this New Vehicle Limited Warranty in the United States is Fisker Group Inc.:

Fisker Group Inc.
1888 Rosecrans Ave
Manhattan Beach, CA 90266
Support@FiskerInc.com

Vehicle Coverage

This New Vehicle Limited Warranty covers Fisker Ocean vehicles sold by Fisker Group in the United States and Canada. This New Vehicle Limited Warranty does not apply to vehicles sold by Fisker outside of the United States or Canada.

This New Vehicle Limited Warranty does not cover warranty service to a vehicle while it is located outside of the United States or Canada, even if that vehicle was originally sold, titled, and registered in the United States or Canada. In the event that you remove the vehicle outside of the United States or Canada, you are responsible for transporting the vehicle back into a covered area in order to obtain warranty service.

Start of Warranty Period

Coverage under this New Vehicle Limited Warranty begins on the date of first new vehicle registration or the date the vehicle is first placed into service as a sales demonstrator, loaner program vehicle or company vehicle, whichever occurs first. Parts which have been repaired or

replaced as part of a warranty repair under this New Vehicle Limited Warranty are covered until the vehicle's original New Vehicle Limited Warranty expires.

For specific warranty coverage periods, see the "What Is Covered" section below.
This New Vehicle Limited Warranty IS THE ONLY EXPRESS WARRANTY APPLICABLE TO YOUR FISKER OCEAN VEHICLE. All other express or implied warranties are disclaimed or limited. Fisker does not authorize any other individual or entity to create for it any other warranty, obligation, or liability in connection with your Fisker Ocean vehicle.

Enforcement and Transfer of New Vehicle Limited Warranty

This New Vehicle Limited Warranty is provided to the first retail owner of a vehicle sold, titled, and registered in the name of the first retail owner (or subsequent owner) according to applicable laws.

The remainder of the New Vehicle Limited Warranty may be transferred at no cost to a subsequent and lawful owner. Subsequent owners are responsible for notifying Fisker of a change in ownership of the vehicle to receive the remainder of the New Vehicle Limited Warranty coverage associated to the vehicle at Support@Fiskerinc.com.

What is Covered

This New Vehicle Limited Warranty contains specific warranty terms and conditions that may vary depending on the part or system of the vehicle that is covered. The New Vehicle Limited Warranty includes the Basic New Vehicle Limited Warranty, High Voltage Battery Limited Warranty, Powertrain Limited Warranty, Corrosion/Body/Paint Limited Warranty, and Safety Restraint System (SRS) Limited Warranty, as described below. The New Vehicle Limited Warranty is subject to the exclusions and limitations identified under the "What Is Not Covered" section below and other limitations and exclusions identified in this document.

Limited Warranty	Coverage Period (Expires based on which event occurs first)
Basic New Vehicle Limited Warranty	6 Years / 60,000 Mi. / 100,000 Km
High Voltage Battery Limited Warranty	10 Years / 100,000 Mi. / 160,000 Km / 75% State of Health
Powertrain Limited Warranty	10 Years/ 100,000 Mi. / 160,000 Km
Corrosion/Body/Paint Limited Warranty	12 Years / Unlimited Mi./Km

Limited Warranty	Coverage Period (Expires based on which event occurs first)
Safety Restraint System (SRS) Limited Warranty	6 Years / 60,000 Mi. / 100,000 Km

NOTE: All offered warranty coverages expire based on which event, time or mileage occurs first.

Basic New Vehicle Limited Warranty

The Basic New Vehicle Limited Warranty covers the repair, adjustment, or replacement of parts necessary to correct defects in the materials or workmanship of any genuine Fisker part that occurs under normal use during the warranty period.

High Voltage Battery Limited Warranty

The High Voltage (HV) Battery Limited Warranty covers repair or replacement necessary to correct defects in the materials or workmanship of the high voltage battery supplied by Fisker that occur under normal use for a period of 10 years or 100,000 miles whichever occurs first.

If during the 10 yr./100,000-mile period, a Fisker Authorized Service Center confirms that the battery State of Health (SOH) is at or below 75% of the battery's maximum energy retention capability, this will be deemed excessive energy storage degradation and the repair or replacement would be eligible under the terms of the limited warranty. The HV Battery Limited Warranty is subject to the exclusions and disclaimers identified under the "What Is Not Covered" section of this guide.

The performance of the high voltage battery can be impacted by vehicle operation, including but not limited to temperature, driving mode, towing, weight, efficiency of charging cycle, and topography of terrain.

Electric Vehicle (EV) high voltage lithium-ion batteries experience gradual energy or power loss with time and use. This expected gradual loss of energy is not covered under this High Voltage Battery Limited Warranty. However, the High Voltage Battery Limited Warranty covers excessive energy storage degradation, where the battery state of health is at or below 75% of the battery's maximum energy retention capability during the warranty period, as determined by an authorized Fisker representative.

Under the HV Battery Limited Warranty, Fisker will repair or replace the high voltage battery with a new, factory reconditioned, or Fisker authorized re-manufactured unit at the sole discretion of

a Fisker Authorized Service Center. When replacing a battery unit, the energy of the replacement unit will be at least equal to that of the original unit before the failure occurred.

During extended vehicle storage, the high voltage battery state of charge should not drop below 6% to avoid a full discharge of the high voltage battery. Additional exclusions and limitations are identified under the "What Is Not Covered" section.

Replaced and recovered battery related components are the sole property of Fisker.

Powertrain Limited Warranty

The Powertrain Limited Warranty covers repair or replacement necessary to correct defects in materials or workmanship of the Electric Drive Unit (EDU) supplied by Fisker that occur with normal use for a period of 10 years or 100,000 miles, whichever occurs first. Replaced and recovered powertrain - drive unit parts and related components are the sole property of Fisker.

Corrosion/Body/Paint Limited Warranty

The limited warranty covers corrosion, rust perforation, body, and paint. Fisker warrants the original vehicle against defects in materials or workmanship which can result in rust perforation, body, or paint concerns of the vehicle body for a period of 12 years regardless of mileage. Fisker's warranty service coverage must be scheduled through its online service application.

Safety Restraint System (SRS) Limited Warranty

The SRS Limited Warranty covers repair or replacement necessary to correct defects in materials or workmanship of the seat belts and airbag system supplied by Fisker that occur with normal use for a period of 6 years or 60,000 miles, whichever occurs first.

In accordance with applicable law, seat belts and related components installed in vehicles sold and registered in Kansas are warranted for 10 years, regardless of mileage.

Genuine Fisker Parts and Accessories

Service Parts

Service parts installed as part of a warranty repair will be covered by the remainder of the New Vehicle Limited Warranty associated with that part, based on the start of the vehicle's warranty coverage as established above.

Service replacement parts are backed by a Parts & Accessory Limited Warranty for two full years (24 months regardless of mileage) from the date the part is purchased by the customer and part was installed on the vehicle.

Accessories

Genuine Fisker accessories (for example, components installed on the vehicle such as a roof rack or trailer hitch) purchased and installed:

- At the time of new vehicle delivery are covered by the New Vehicle Limited Warranty for defects in material or workmanship.
- By Fisker after delivery of a new vehicle are covered by the remainder of New Vehicle Limited Warranty or the Accessory Limited Warranty for two full years (24 months regardless of mileage), from the date of purchase, whichever occurs later, for defects in material or workmanship.
- By the customer are covered by the Accessory Limited Warranty of 2 years regardless of mileage, based on date of purchase, for defects in materials or workmanship.

The labor costs for installing genuine Fisker accessories or genuine Fisker service replacement parts will be covered by the Parts & Accessory Limited Warranty only if the installation takes place at a Fisker Authorized Service Center and the failure is due to a defect in material or workmanship.

What Is Not Covered

Service and Maintenance

The New Vehicle Limited Warranty does not cover any item where their failure is due to normal wear and tear or items that must be replaced or adjusted periodically during routine servicing and maintenance. The term wear and tear is used to describe the normal process by which certain components reach the limit of serviceability through normal use.

The New Vehicle Limited Warranty does not cover regular service and maintenance of the vehicle. As the owner, you are responsible for the vehicle's regular service and maintenance, as described in the Fisker Ocean Owner's Manual and the Service and Maintenance guide, including but not limited to upkeep or replacement of wear and tear items such as the following:

- Brake pads and rotors

- Cabin air filter
- Cleaning and polishing
- Fluid level maintenance and replacement (e.g., Brake Fluid, Coolant, A/C Refrigerant, or Windshield Washer Fluid, etc.)
- Lubrication
- Tires
- Wheel alignment and tire balancing
- Wiper blades and inserts
- Windshield and window glass
- Key Fob batteries
- Floor coverings

Maintenance should be performed by a qualified technician. Although Fisker does not require you to have services or repairs performed at a Fisker Authorized Service Center, we strongly recommend doing so, as our expert Authorized Service Technicians have the specialized training, tools, and certifications necessary to properly repair and maintain your vehicle.

Unauthorized Repairs

Unauthorized servicing or opening the EDU, HV Battery or other components performed by non-Fisker trained, or authorized Service Technicians are not covered by the New Vehicle, High Voltage Battery, or Powertrain Limited Warranties. Critical systems such as the HV battery and EDU require special parts, certifications, and expertise for a safe and proper repair.

High Voltage Battery Power Loss

Proper storage and maintenance of your vehicle and the high voltage battery will maximize the life and power of the battery. Issues related to failure to follow the recommended guidelines and charging procedures, as stated in the Owner's Manual, are not covered by the New Vehicle Limited Warranty or High Voltage (HV) Battery Warranty.

EV high voltage lithium-ion batteries experience gradual energy or power loss with time and use. Loss of battery energy or power over time due to or resulting from battery usage or charging is not covered by the New Vehicle Limited Warranty or High Voltage (HV) Battery Warranty

The HV battery will drain or discharge over time if not properly maintained while in storage. At no time should the HV battery be allowed to fully discharge and remain discharged for any length of time, as this will result in damage to the battery. Evidence that the HV battery has not been properly maintained will void the High Voltage (HV) Battery Warranty.

Powertrain EDU Boost Activation Loss

The "Boost" activation feature associated with the EDU has a predefined limit of activations. Once the maximum number of boosts are used, no additional boosts can be activated without replacing the EDU(s). The New Vehicle Limited Warranty and Powertrain – Drive Unit Limited Warranty does not cover replacement of the EDU(s) due to reaching the maximum boost count limit.

Tires

Your vehicle's tires are warranted by the tire manufacturer, not Fisker. Please see the Tire Manufacturer Warranty for more information.

Regular tire rotation (6,000 miles) is recommended to extend the life of the tires on the Fisker Ocean. Your vehicle tires can be maintained and repaired at Fisker's Authorized Service Centers.

Performance Modifications

Performance modifications will not void the New Vehicle Limited Warranty. A repair will not be covered under the New Vehicle Limited Warranty if the fault for which a repair is required is connected to a performance modification that was not approved by Fisker.

Removal of Non-Standard Equipment

Additional labor time for the removal of non-standard equipment including but not limited to aftermarket parts and accessories, including Fisker Accessories, will be the responsibility of the customer and is not covered by the New Vehicle Limited Warranty.

When any portion of the vehicle has a coating or other surface application that restricts access, compromises operations, or requires removal of a component(s) to repair or service the vehicle, the additional labor and time required will be the responsibility of the customer and is not covered by the New Vehicle Limited Warranty.

Re-coating of any parts that were installed, or areas where coating was removed as part of the repair covered by the New Vehicle Limited Warranty will be the responsibility of the customer.

Corrosion/Body/Paint

Corrosion

To qualify for warranty coverage, corrosion must be attributed to a defect in quality or workmanship. Corrosion attributed to a stone chip, scratch, abrasive road treatment, use of an abrasive cleaner, car wash, etc. is not a defect in quality or workmanship and is not covered by the limited warranty.

Body

Body-related concerns must be identified as an assembly or fit-and-finish concern that reflects a defect in quality or workmanship. The vehicle uses a combination of metal and plastic body panels and trim items. Gaps may come and go in certain areas of the vehicle due to changes in temperature or manual adjustment influenced by external forces.

Paint

- Paint damage or blemishes must be confirmed by a Certified Fisker Body & Collision repair facility.
- Damage or diminished appearance resulting from road hazards or due to improper maintenance of the vehicle's exterior paint, by using non-approved cleaning products, abrasive cleaner, car wash, buffing, polishing (see the Fisker Ocean Owner's Manual for additional details).
- Note: Matte finish paint must not be waxed or polished as this can result in blemishes or a non-uniform paint finish. The use of a non Fisker approved cleaning kit voids eligibility.
- Refer to the Owner's Manual for more information about how to properly care for your vehicle's paint.

Other Parts and Accessories

Certain parts, accessories, and other items associated with the vehicle, including but not limited to charging equipment and accessories purchased at the original point of sale, are not covered by the New Vehicle Limited Warranty and may be subject to their own, separate warranties with terms and conditions.

Additional Warranty Coverage Exclusions

The New Vehicle Limited Warranty does not cover any vehicle damage or malfunction directly or indirectly caused by, due to, or resulting from normal wear or deterioration, abuse, misuse, negligence, improper maintenance, storage, or transport. This includes, but is not limited to, the following:

- Accidents, collisions, or outside influence causing damage to the vehicle.
- Failure to make repairs, or to have the vehicle serviced for repairs or modifications, including software updates, campaign advisories or recalls by the manufacturer, or to follow the manufacturer's recommended maintenance service schedule.
- Any repair or modification of the vehicle that was not correctly performed, or the installation of non-approved components or fluids.
- Improper towing or transportation of the vehicle.
- Environmental conditions or acts of nature, such as fire, flood, windstorm, acid rain, hail, lightning, earthquake, or natural disasters.
- Driving over rough, uneven, or hazardous surfaces, including but not limited to curbs, potholes, protrusions, or debris.
- Damage caused directly or indirectly by plants, animals, or insects, such as droppings or tree sap.
- Driving in competition, racing, or autocross, off-road, or for any other purpose for which the vehicle is not designed according to the manufacturer.
- Overloading the vehicle and/or exceeding towing capacity.

- Exposing the vehicle to extreme hot or cold temperatures for extended periods of time.

- Damage to the high voltage battery by allowing it to reach zero charge or failure to follow proper charging procedures.

- Damaging the battery by physical means, programming, or technical manipulation.

- Exposure of the battery to a direct flame or intense heat source.

- Submersion of the vehicle and or battery in water high enough to allow water to enter any component (such as a flood, driving through high-water retention areas, or parking in a flood-prone area).

- Unauthorized servicing or opening of the EDU, HV Battery or other components by non-Fisker trained personnel.

- Use of used or other parts not approved by Fisker.

Voided Warranty

The following voids this New Vehicle Limited Warranty:

- Vehicles that have had the VIN number defaced or altered so that it is difficult to determine the VIN number.

- Vehicles that have had the odometer or its related systems tampered with, disconnected, rendered inoperative, or altered.

- Vehicles that have ever been issued a "salvage" or similar branded title implying vehicle damage under any state or provincial law.

- Vehicles that have ever been determined to be a "total loss" or similar by an insurance company.

- Fisker reserves the right to use your vehicle's telematic data obtained directly or remotely to verify and determine the root cause of any vehicle-related fault, conduct research and analysis for vehicle fleet improvement, analyze any vehicle accident or incident, and approve or deny a warranty claim. Information that is collected as a part of this process will be used and disclosed in accordance with the Fisker Privacy Policy.

Repair or replacement of the defective component(s), at Fisker's discretion, is your exclusive remedy. Fisker assumes no liability for indirect, incidental, or consequential damages or loss, including those relating to your vehicle or person while the vehicle is being transported to or from a Fisker Authorized Service Center or any other location or loss of access to your vehicle while it is being analyzed or repaired. Fisker shall not be liable for any direct damages in an amount that exceeds the fair market value of the vehicle as determined by the National Automobile Dealers Association (NADA) Guide. You must comply with the applicable dispute resolution process set forth in the governing vehicle purchase agreements. Fisker is not responsible for your legal fees in seeking any resolution except as explicitly agreed. This New Vehicle Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions, like Quebec, do not allow limitations or exclusions on damages, so the above limitations may not apply to you.

Obtaining Warranty Service and Repair

Scheduling Service

- The scheduling of a service or repair appointment can be performed using the Fisker mobile app or the Fisker Website.
- Registered users can request a service or repair appointment through the Fisker mobile app or website.
- The service request system requires a detailed explanation of the service or concern to be addressed.
- The appointment scheduler function permits a user to select a preferred date and time for the service visit.
- Once the scheduling process is complete, a mobile service unit will be dispatched or details will be provided about transporting the vehicle to a Fisker Authorized Service Center, based on the information provided by the user.

Service personnel at Fisker Authorized Service Centers and Mobile Service Technicians are specially trained to service and repair your Fisker Ocean vehicle and available to assist with questions or concerns arising under this New Vehicle Limited Warranty.

Fisker Authorized Service Center personnel will diagnose and either update, adjust, repair, or replace the defective component using new, reconditioned, or remanufactured parts as

necessary. Repair decisions are made at the sole discretion of Fisker or its authorized representative. The performance of necessary repairs and parts replacement is the exclusive remedy available under this New Vehicle Limited Warranty. A repair or replacement will not extend the warranty period.

For warranty service or repair, please contact Fisker through the Fisker Flexee App, at the Fisker website, or by e-mail at Support@Fiskerinc.com.

Customer Assistance

For questions or unresolved concerns, Fisker's Customer Assistance Team (Support@Fiskerinc.com) is available to assist. Please provide a detailed explanation of your question or concern, along with the following information about the vehicle:

- Owner's name and address
- Owner's telephone number
- Owner's preferred Email address
- Vehicle Identification Number (VIN)
- Date of purchase
- Current vehicle mileage/kilometers

You are responsible for picking up or accepting delivery immediately upon completion of the repair or incur daily storage charges.

Roadside Assistance

Roadside Assistance is available 24 hours a day / 7 days a week for covered assistance by contacting Roadside Assistance using your Fisker mobile app. For details regarding Roadside Assistance benefits, please refer to your Roadside Assistance Terms and Conditions.

Dispute Resolution and "Lemon Law"

Fisker is committed to providing you with a vehicle that meets the highest quality standards and timely addressing any concerns with your Fisker Ocean. If there are unresolved issues with your vehicle after following the processes described in this New Vehicle Limited Warranty, including

service at a Fisker Authorized Service Center on at least two occasions for the same issue, Fisker provides alternative dispute resolution through National Center for Dispute Settlement (NCDS). To the extent permitted by applicable law, written notice of an unresolved vehicle issue shall be provided to Fisker at the contact provided in the Warrantor section above, to provide Fisker an opportunity to address the vehicle issue and have final attempt of repair or enter into another mutual agreed resolution before you pursue any remedies under applicable jurisdictional law.

If your issue is still unresolved, Fisker offers additional assistance through:

National Center for Dispute Settlement (NCDS)
P.O. Box 515811
Dallas, TX 75251-5811
(866) 979-2441

We provide this dispute resolution at no charge to enable you to have your concerns reviewed by an impartial third party. Any decision made by NCDS is binding on Fisker but not on you.

The NCDS program consists of professionals who are trained in arbitration and mediation. NCDS officials will hear the facts of your case, the nature of your unresolved issue(s), inspect the vehicle if necessary, and render a fair and impartial decision. The time period during which you can file a request for arbitration through NCDS varies by state. You should reference your state's applicable law or contact NCDS to determine your deadline for filing for arbitration. To be eligible for arbitration through NCDS, you must have brought your issue or alleged defect to Fisker's attention (or one of its authorized service providers) during the Fisker vehicle's warranty term. If your issue is eligible for arbitration through NCDS, the process is designed to take no longer than forty (40) days. This timeframe may be delated if, for instance, you fail to provide information required by NCDS or you fail to make your vehicle available to NCDS for inspection.

To request arbitration through NCDS, you must complete the NCDS customer claim form and mail it to NCDS at the address listed above. You may also request a form by calling NCDS at (866) 979-2441. You should have your vehicle's information on hand if you call NCDS including but not limited to, the vehicle's year and model, your vehicle identification number, the vehicle's current mileage, and a description of the unresolved issue(s) that are the subject of your arbitration request. Additionally, if you seek reimbursement for repairs or incidental expenses, provide copies of your receipts to the address listed above. Once NCDS receives your request for arbitration, NCDS will contact you regarding your case's eligibility for arbitration and, if eligible, NCDS will provide additional details about its arbitration program.

Once NCDS receives your request, NCDS may schedule an inspection of your vehicle. This may include inspection by an independent expert with a Fisker representative present. The

independent examiner will provide an evaluation of the vehicle to NCDS as part of the arbitration process. A hearing may be held in-person or virtually before the NDCS official provides a decision. At the hearing, you and Fisker will be allowed to present all relevant evidence regarding your unresolved issue(s). You and Fisker will be given an opportunity to provide testimony and documentary evidence. Rebuttal evidence will also be considered by the NCDS official. After hearing all testimony and documentary evidence, the arbitrator will review the legal standards applicable to your issue(s) and render a decision within ten (10) days. Potential remedies granted by the arbitrator include (but are not limited to) additional repairs, reimbursement for repairs and expenses, or repurchase or replacement of your vehicle. Throughout the entire NCDS process, you remain free to negotiate a settlement with Fisker directly.

You must use NCDS before exercising rights or seeking remedies under the Magnuson-Moss Warranty Act in the United States. Use of NCDS may also be required before seeking recovery under the applicable laws of your jurisdiction. Your use NCDS may not be required, however, if you seek redress under other laws, NCDS remains available to you.

Many jurisdictions have laws, often referred to as "lemon laws," providing remedies if there are problems with new vehicles. These laws vary from jurisdiction to jurisdiction. To the extent permitted by applicable law, written notice of an unresolved vehicle issue shall be provided to Fisker at the contact provided in the Warrantor section above, to provide Fisker an opportunity to address the vehicle issue and have final attempt of repair or enter into another mutual agreed resolution before you pursue any remedies under applicable jurisdictional law.

All issues not resolved by the NCDS process, or if you choose not to participate in the NCDS process, must be resolved under the procedure of binding arbitration that you agreed to in your vehicle purchase documents.

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