

# New Vehicle Limited Warranty

North America

Effective for vehicles purchased on or after April 16, 2024



## **Contents**

Message to Customers	3
New Vehicle Limited Warranty	3
Who Is The Warrantor?	4
What Is The Warranty Region?	4
Who May Use This Warranty?	5
What Does This Warranty Cover?	5
Basic Vehicle Limited Warranty	6
Powertrain Limited Warranty	6
High Voltage Battery Limited Warranty	6
Body and Paint Limited Warranty	7
Corrosion Perforation Limited Warranty	7
Supplemental Restraint System (SRS) Limited Warranty	8
What Is The Coverage Period?	8
What Does This Limited Warranty Not Cover?	8
What Will Cause The Warranty To Be Voided?	11
How To Obtain Warranty Service	12
What To Do If You Need Roadside Assistance?	12
Governing Law	12
Reservation of Rights	12
Dispute Resolution	13



3

### Message to Customers

Welcome to the Lucid New Vehicle Limited Warranty, and welcome to luxury electric. This guide provides a detailed explanation of the warranty terms for Lucid vehicles, including coverage types, durations, limitations, regions, and more. Our goal is to provide peace of mind and exceptional service at every step of the Lucid vehicle ownership experience.

### New Vehicle Limited Warranty

This is the Lucid New Vehicle Limited Warranty ("Lucid New Vehicle Limited Warranty" or "Lucid Warranty"). This document provides a detailed explanation of the Lucid Warranty terms for your Lucid vehicle, including coverage regions, types, durations, limitations, and more. As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Lucid recommends that you maintain copies of all maintenance records. Your ownership experience is very important to us! If a dispute arises regarding your warranty coverage, please follow the steps described under the "Dispute Resolution" section of this Lucid Warranty. If you are unable to reach a satisfactory resolution with Lucid directly, we provide you with Alternative Dispute Resolution (ADR) programs:

#### **USA Customers:**

BBB AUTO LINE, Division of BBB National Programs, Inc.1676 International Drive, Suite 550 McLean, VA 22102 1-800-955-5100

#### **Canada Customers:**

Canadian Motor Vehicle Arbitration Plan (CAMVAP) 235Yorkland Boulevard, Suite 109, Toronto, ON M2J 4Y8 1-800-207-0685

USA customers: you must resort to BBB AUTO LINE before exercising rights or seeking remedies created by Title I of the Magnuson-Moss Warranty Act ("the Act"). However, if you choose to seek redress by pursuing rights and remedies not created by the Act, resort to the BBB AUTO LINE would not be required by any provision of the Act, although that option is still available to you. For further information about BBB AUTO LINE, please see the Dispute Resolution section of this Lucid Warranty.

IMPORTANT: This New Vehicle Limited Warranty contains a Mandatory Arbitration Agreement explained in the Dispute Resolution section below. This Mandatory Arbitration Agreement is separate from and in addition to the ADR programs under BBB AUTO LINE and CAMVAP. Please read the Mandatory Arbitration Agreement provision carefully, since it is a specific condition of the benefits offered under this Lucid Warranty! BY REQUESTING OR ACCEPTING BENEFITS UNDER THIS LUCID WARRANTY, INCLUDING REQUESTING OR HAVING ANY REPAIRS PERFORMED UNDER THIS LUCID WARRANTY, YOU AGREE TO BE BOUND BY THIS MANDATORY ARBITRATION AGREEMENT.

<u>Limitation of Implied Warranties and Incidental and Consequential Damages</u>: All implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, are limited in duration to the applicable coverage periods and exclusions stated herein to the fullest extent allowed by applicable law. This Lucid Warranty excludes remedies for incidental or consequential damages. Examples of incidental and consequential damages include, but are not limited to, lost time, lost income or profits,



loss of use of your vehicle, diminution in vehicle value, alternative transportation costs, lodging expenses, inconvenience, and aggravation or emotional distress. Some States do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### Who Is The Warrantor?

The warrantor in accordance with the terms, conditions, and limitations in this Lucid New Vehicle Limited Warranty is listed below:

Warranty Region	Warrantor and Contact Information
USA	Lucid USA, Inc.
	7373 Gateway Blvd
	Newark, CA 94560
	Phone: 1-888-99 LUCID (1-888-995-8243)
Canada	Lucid Motors Canada ULC
	1133 Melville St, Suite 2700
	Vancouver, BC V6E 4E5
	Phone: 1-888-99 LUCID (1-888-995-8243)

Any service required under this Lucid New Vehicle Limited Warranty will be provided by a Lucid Service Center. For a list of available Service Centers, see <a href="https://www.lucidmotors.com/locations">https://www.lucidmotors.com/locations</a> or call 1-888-99 LUCID (1-888-995-8243). After receiving notice of a defect, malfunction, or failure to conform with the warranty, the warrantor will perform its obligations under this Lucid Warranty within a reasonable time period.

### What Is The Warranty Region?

The Warranty Region corresponds to the country the vehicle was originally manufactured for and purchased from Lucid in, but excludes that country's associated islands and overseas regions, municipalities, and territories where there is no Lucid Service Center. The Lucid New Vehicle Limited Warranty is valid only within the Warranty Region for which the Lucid vehicle was originally manufactured and sold.

If, during the warranty period, you are the original purchaser or lessee and you temporarily take your Lucid vehicle to any other Lucid Warranty Region, the Lucid New Vehicle Limited Warranty will be honored in that Warranty Region. Temporary is defined as a period less than six months. Proof of compliance with any temporary import laws or regulations is required upon reasonable request;



If, during the warranty period, you are the original purchaser or lessee and you are permanently moving to a Region supported by a Lucid Service Center, you may apply to Lucid to transfer the Lucid Warranty to the new region for the duration of your ownership and the remaining warranty period. Requests to transfer a vehicle's Lucid Warranty will be decided on a case-by-case basis by Lucid at its absolute discretion, and will be subject to certain conditions, including all necessary regional modifications being carried out by a Lucid Service Center at the owner's cost.

Transfer of the Lucid Warranty to a new Region is not permitted for subsequent purchasers. Lucid will not transfer the warranty coverage following the sale of a vehicle within the new Region.

### Who May Use This Warranty?

This Lucid New Vehicle Limited Warranty is provided to the original purchaser or lessor of a Lucid vehicle sold or leased by Lucid or its affiliates in the applicable Warranty Region defined above, and to subsequent owner(s) if the vehicle is within the applicable coverage period. Any subsequent owner must provide proof of ownership transfer.

### What Does This Warranty Cover?

This Lucid New Vehicle Limited Warranty provides limited warranty coverage for your Lucid vehicle. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

This Lucid Warranty covers the rectification of manufacturing defects in factory-supplied materials or factory workmanship provided your vehicle has been properly operated and maintained in accordance with all requirements in the Owner's Manual and subject to the limitations stated in this Lucid Warranty. Nothing in this Lucid Warranty guarantees that any Lucid vehicle is free of manufacturing defects at the time of sale, only that such defects will be rectified according to these warranty terms. Such rectification shall be via repair, replacement, or adjustment of the faulty parts or components without charge. Lucid may elect at its sole discretion the method of repair, replacement, or adjustment, and in the case of replacement of parts, whether to use new, reconditioned, or remanufactured parts.

The exclusive remedy under this Lucid New Vehicle Limited Warranty and any implied warranty is limited to repair, replacement, or adjustment of defective parts. This remedy shall not be deemed to have failed of its essential purpose so long as Lucid, through its authorized service centers, is willing and able to repair, replace, or adjust defective parts as described in this Lucid New Vehicle Limited Warranty. Lucid's liability, if any, shall in no event exceed the cost of correcting defects as provided in this Lucid Warranty. Per the terms of this Lucid Warranty, the appropriate remedies are not determined with reference to federal, state, or provincial law, but are contractually limited to those remedies stated herein to the fullest extent possible where allowed by law. Upon expiration of this Lucid Warranty, any such liability related or pursuant to this Lucid Warranty shall terminate.

The Lucid New Vehicle Limited Warranty provides the following types of coverage:



Coverage Type	Coverage Duration
Basic Vehicle	4 Years / 50,000 miles (whichever comes first)
Powertrain	8 Years / 100,000 miles (whichever comes first)
High Voltage Battery	8 Years / 100,000 miles retaining 70% capacity (as explained further below)
Corrosion Perforation	10 Years / Unlimited miles
Body and Paint	4 Years / Unlimited miles
Supplemental Restraint System (SRS)	5 Years / 60,000 miles (whichever comes first)

### Basic Vehicle Limited Warranty

Lucid's Basic Vehicle Limited Warranty covers the repair, replacement, or adjustment of parts necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Lucid under normal use for a period of four years or 50,000 miles (approx. 80,000 km), whichever comes first, subject to the exclusions and limitations and the separate coverage for certain parts described in this New Vehicle Limited Warranty. In addition, any repair, replacement, or adjustment of parts or components is covered under this New Vehicle Limited Warranty if damaged or made inoperable due to a defect caused by a Lucid over-the-air update during the warranty period.

If it is determined that your vehicle requires warranty repair, Lucid will repair, replace, or adjust the applicable vehicle part with a new, reconditioned, or re-manufactured part at the discretion of Lucid.

### Powertrain Limited Warranty

The Powertrain is covered for the duration of 8 years or 100,000 miles (approx. 160,000 km), whichever comes first. Coverage includes the cost of repair, replacement, or adjustment of the defective parts of the Lucid powertrain subject to the limitations outlined in this New Vehicle Limited Warranty. This coverage is for Lucid's electric powertrain, including the fully integrated electric drive units, transmission, and differential.

If it is determined that your powertrain requires warranty repair, Lucid will repair, replace, or adjust the part with a new, reconditioned, or remanufactured part at the sole discretion of Lucid

### High Voltage Battery Limited Warranty

The high voltage battery is covered for the duration of 8 years or 100,000 miles (approx. 160,000 km), whichever comes first, with a minimum 70% retention of battery capacity over the warranty period. If the high voltage battery falls below 70% capacity during the warranty period, as determined at the sole discretion of Lucid's trained and authorized representatives, Lucid will replace the high voltage battery.

Please note that the vehicle's displays of range are estimates based on driving conditions and habits, including other factors that are independent from the vehicle's battery capacity. The measurement



method used to determine the battery capacity is at the sole discretion of Lucid's trained and authorized representatives.

The high voltage battery, like all batteries, will experience a decrease of energy and power loss with time and use. Loss of energy or power reduction over time is not covered beyond the terms and limits of this warranty, as set forth in the paragraph above. Proper storage and maintenance of your Lucid vehicle will maximize the life and capacity of the battery.

Malfunctions or problems caused by failure to follow the recommended guidelines and charging procedures as detailed in the Lucid Owner's Manual will not be covered under the terms of this limited warranty. Please refer to the Owner's Manual for additional information.

If it is determined that your battery requires warranty repair, Lucid will repair, replace, or adjust the battery with a new, reconditioned, or remanufactured part at the discretion of Lucid, subject to the limitations outlined in this New Vehicle Limited Warranty. To the extent a replacement battery is required, Lucid will ensure that the battery capacity of the replacement battery is equal to or greater than that of the replaced battery at the time of replacement.

### Body and Paint Limited Warranty

Manufacturing defects in the paint or body of your vehicle are covered for four years from the warranty start date (there is no mileage limitation on this coverage). The Body Limited Warranty includes repairs for cracking, flaking, pitting, and deterioration of body parts but excludes damage caused by corrosion. The Paint Limited Warranty includes repairs for peeling and cracking of paint or topcoat, and loss of gloss caused by hazing. Normal wear and tear and accidental damage, including from collisions, fire, theft or attempted theft, and defects caused by paint or body repair performed by a non-Lucid Approved Body Repair Center are not covered.

### Corrosion Perforation Limited Warranty

Perforation of body panels from the inside outwards caused by a material or manufacturing defect is covered for 10 years (there is no mileage limitation on this coverage), except where:

- Surface corrosion occurs due to paint damaged by scratches, stone chips, or environmental fallout such as bird droppings or acid rain.
- The application of non-Lucid approved third-party coatings that have a detrimental effect on the original painted surface or under body panels.
- Corrosion is caused by, due to, or resulting from accidents, abuse, neglect, improper maintenance or operation of the vehicle, installation of a non-approved accessory, exposure to chemicals or environmental contaminants, damage resulting from an act of God or nature, fire, or improper storage.
- Damage is due to lack of required maintenance; improper maintenance; the use of other than original equipment parts, non-approved parts, or fluids; or improper body repairs.
- Repairs have not been performed by a Lucid Service Center or Lucid approved body shop.



### Supplemental Restraint System (SRS) Limited Warranty

The Supplemental Restraint System (the seat belts and air bags system) is covered against defects resulting from material or manufacturing for 5 years or 60,000 miles (approx. 100,000 km), whichever comes first.

### What Is The Coverage Period?

Coverage under this Lucid New Vehicle Limited Warranty begins on the date a new vehicle is delivered to the first buyer or lessee or the day it is first put into service in the case of a demonstrator or fleet vehicle, whichever occurs first, and lasts for the coverage duration stated for each coverage type.

The warranty period includes those miles of operation when the vehicle is in the possession of any and all persons.

You must bring any alleged warranty nonconformity to the attention of Lucid within the coverage period. For defects reported to Lucid within the warranty period but not remedied by Lucid within the warranty period, warranty coverage for that reported defect will continue until the earlier of:

- The defect has been repaired; or
- The Lucid Service Center determines that no defect covered by the Lucid Warranty exists; or
- Thirty days after you report the defect to Lucid if within that thirty days you do not follow the procedure described in this Lucid Warranty for obtaining warranty service.

### What Does This Limited Warranty Not Cover?

#### Wear and Tear Items

The Lucid New Vehicle Limited Warranty does not cover any item where its failure or deterioration is due to normal wear and tear or items that have to be fixed, replaced, touched up, or adjusted periodically as a part or result of ordinary use or during routine servicing and maintenance, including paint and glass chips, key fob batteries, upholstery discoloration, tears, punctures, wrinkles, depressions or other similar items. The rate of wear of a part will be affected by the amount and degree of use.

Common items subject to normal wear and tear include, but are not limited to:

- Seat surfaces
- Upholstery and trim
- Floor coverings

Consumable parts whose wear or replacement are not covered under this Lucid Warranty include, but are not limited to:

- Filters
- Lubricants



- Brake discs and pads
- Wiper blades
- Key fob batteries
- Tires
- Other items replaced during routine maintenance

This Lucid Warranty does not cover periodic adjustments to certain parts such as:

- Doors and hoods
- Exterior panels
- Exterior and interior trim
- Head lamps
- Wheel alignment
- Wheel balancing

#### **Tires**

The original factory fitted tires are covered against manufacturing defects by the tire manufacturer, who provides a separate warranty to you with its own terms and conditions. Warranty claims must be made directly with the tire manufacturer. The Lucid New Vehicle Limited Warranty does not cover tires, including damaged or flat tires caused by non-recommended use (e.g. use of summer-only tires in cold weather), road hazards (e.g. potholes), impacts, or debris.

#### **Problems Resulting from Out-Of-Date Software**

**Properly maintaining your vehicle includes keeping your vehicle's software up-to-date.** Damage, conditions, or problems caused by or that occur due to failing to install a software update after an update is available are not covered under the Lucid Warranty.

#### **Performance Modifications**

The Lucid New Vehicle Limited Warranty does not cover any repair, replacement, or adjustment of parts where the fault or defect is wholly or partially attributed to modifications not made by Lucid.

#### **Performance Metrics**

Performance metrics advertised by Lucid and/or available from third-party testing agencies (for example, EPA estimated range) are not guaranteed or covered under the Lucid New Vehicle Limited Warranty. There are many variables that may affect these metrics and vehicle performance, including but not limited to vehicle age/use, driving style, driving conditions, wheels and tires, ambient temperature, and battery health and state of charge. Please refer to the Owner's Manual for additional information.



#### Removal of Non-Standard Equipment or Accessories

Additional labor time for the removal of non-standard equipment, including but not limited to aftermarket parts and accessories, and Lucid Accessories is not covered under the Lucid New Vehicle Limited Warranty.

#### **Connectivity Services**

The Lucid Warranty does not cover Connectivity Services. Connectivity Services consist of network connectivity and wireless services, such as data plans and related services, made available to you by or using the networks of third-party providers of such services. Not all Connectivity Services are available everywhere, particularly in remote or enclosed areas. Many factors can impact the availability and quality of the Connectivity Services such as the network, wireless coverage area, terrain, buildings, physical location of the vehicle (e.g., in an underground parking structure, in a tunnel), actions of third parties, damage to the vehicle, and weather. Connectivity Services are provided to you on an "as is" and "as available" basis. See the Lucid Connectivity Services Terms and Conditions for additional information.

#### **Track and Competition Use**

Track and competition use is not considered normal use for purposes of coverage under the Lucid New Vehicle Warranty. Damages, conditions, and/or malfunctions that occur as a result are therefore not covered under the Lucid Warranty. To the fullest extent allowed by applicable law, Lucid disclaims the implied warranty of fitness for the particular purpose of track and competition use.

#### Commercial Use as a Taxi, Rental, or Ride Sharing Service

Commercial use for taxi, rental, or ride-sharing services is not considered normal vehicle use for purposes of warranty coverage. The Lucid New Vehicle Limited Warranty does not cover vehicles used to provide taxi, rental, or for-compensation ride-sharing services.

#### Normal Noise and Vibration

All mechanical devices produce some level of noise and/or vibration that can differ between vehicles. Slight wind noise, component noise, and/or vibration that do not substantially impair the performance of the vehicle are considered normal and are not out-of-conformity with the Lucid New Vehicle Limited Warranty.

#### Other Damage

In addition to any items or circumstances excluded above, damage, conditions, or problems caused by, due to, or that are the result of any of the following items or actions listed below are not covered under this Lucid New Vehicle Limited Warranty:

- Failure to follow instructions for proper use, care, or maintenance as stated in the Owner's Manual
- Abuse and/or misuse of the vehicle.
- Accidents, collisions, or objects striking the vehicle.
- Driving into or over curbs, potholes or other road hazards.
- Exceeding the load limits specified on the certification label.



- Theft, vandalism, or riot.
- Environmental incidents, including, but not limited to exposure to extreme conditions or weather events like high winds, dust or sandstorms, hurricanes, floods, fires, and acid rain, or environmental or industrial fallout such as bird droppings, tree sap, stone chips, or road salt.
- User applied chemicals or spills.
- Any unauthorized access or modification of vehicle software or data through the use of,though not limited to, non-Lucid software programs, malware, programming errors, or any electronic disruptions.
- The use of non-recommended or incompatible charging devices or methods.
- Alteration by non-Lucid personnel to the high voltage battery assembly, high voltage system, or associated wiring.
- Failure to properly store your vehicle as described in the Battery Information section of the Owner's Manual that results in damage to the high voltage battery.
- Allowing the high voltage battery to discharge to a 0% state of charge or 0 miles/0km of range.
  - ⊘ Note: In some cases, allowing the high voltage battery to discharge to this level may result in an irreparable reduction in capacity below 70% or even require replacement of the high voltage battery. A replacement battery would not be covered under warranty.
- Repairs, modifications, or alterations to the vehicle performed by facilities and personnel not authorized by Lucid, including repairs which would have otherwise been covered under this Lucid New Vehicle Limited Warranty.
- Installation of parts that are not Lucid Genuine Parts.
- Failure to observe and resolve vehicle indications and warnings within a reasonable period of time.

### What Will Cause The Warranty To Be Voided?

At the exercise of Lucid's sole and exclusive discretion, the Lucid New Vehicle Limited Warranty will be voided, and all warranty coverage hereunder will terminate in the event of:

- Failing to install required software updates within 30 days after notification that an update is available.
- Failing to comply with any recall notice.
- Defacing or altering the VIN or odometer or any related system such that it is difficult to determine the VIN number or actual mileage.
- The vehicle being sold, designated, labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable, or a total loss, including a determination by an insurance carrier that the vehicle is a total loss.
- Use of the vehicle to provide taxi, rental, or for-compensation ride-sharing services. See (See "Commercial Use as a Taxi, Rental, or Ride Sharing Service" above.)

This discretion may be exercised by Lucid at any time following any of the above events, and the voiding of coverage shall be retroactive to the time of the event.



### How To Obtain Warranty Service

To obtain warranty service, notify Lucid within the applicable warranty coverage period and bring your vehicle to a Lucid Service Center. Where Lucid is obligated, we will arrange towing. A list of Lucid Service Centers may be found on our website at <a href="https://www.lucidmotors.com">https://www.lucidmotors.com</a>. You may also obtain information on warranty performance or schedule service by contacting Lucid Customer Care toll free at 1-(888)-99-LUCID (888-995-8243). Please be ready to provide your VIN and give a description of the problem you are experiencing.

Though you are not required to obtain service or repairs at a Lucid Service Center or Lucid-authorized repair facility, coverage under this Lucid Warranty may be excluded in the event of improper maintenance, service, or repairs performed by a non-Lucid Service Center or repair facility not authorized by Lucid.

### What To Do If You Need Roadside Assistance?

To obtain roadside assistance when your Lucid vehicle is inoperable, contact 1-888-995-8243. Roadside Assistance is an additional service offered by the Lucid Roadside Assistance Program and is not provided as part of the New Vehicle Limited Warranty. Please refer to your Owner's Manual for information regarding the scope of this service.

### Governing Law

The warranties contained in this Lucid New Vehicle Limited Warranty and all questions regarding their enforceability and interpretation are governed by the law of the jurisdiction in which you purchased your Lucid vehicle.

### Reservation of Rights

The warranties in this Lucid Warranty are the only express warranties applicable to your vehicle. Lucid does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or this Lucid Warranty. No person may modify or waive any part of this Lucid Warranty.

Lucid reserves the right to make changes or additions to this Lucid Warranty for any future vehicles without incurring any obligation to make the same or similar changes or additions to warranties for vehicles previously built or sold.

Lucid also reserves the right at its sole discretion to provide post-warranty repairs or extend the warranty coverage period for certain vehicles or vehicle populations. As part of any adjustment program, Lucid will notify all known eligible owners and lessees of affected vehicles and implement procedures to assure reimbursement of each consumer eligible under an adjustment program who incurs expenses for repair of a condition subject to the program prior to acquiring knowledge of the program. Lucid may also occasionally offer to pay a portion or all of the cost of some vehicle repairs that are no longer covered by this Lucid Warranty on an ad hoc and case-by-case basis, and the fact that Lucid has provided such ad hoc adjustments to a particular vehicle does not obligate Lucid to provide similar benefits in the future to the same vehicle or to other vehicle owners.



### Dispute Resolution

**We take customer satisfaction seriously**. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

- 1. Contact your Lucid Service Advisor at your local Service Center
- 2. If your inquiry or concern remains unresolved, contact the Service Manager or Customer Care at 1-888-99 LUCID (1-888-995-8243)

**Note:** You must bring the alleged defect to the attention of Lucid within the eligibility period defined by your state law. Where allowed by state law, Lucid requires written notification of a warrantable defect before a consumer may be eligible for a refund or replacement of the vehicle. If your state law requires written notification to the manufacturer, please write to:

Lucid Customer Care Center 7373 Gateway Boulevard Newark, CA 94560

#### For U.S. Only

If you have an unresolved warranty concern after following the procedure outlined above, U.S. owners may be eligible to utilize the BBB AUTO LINE, an out-of-court dispute resolution (ADR) program administered by BBB National programs. This service is provided at no cost to you and is part of Lucid's effort to provide you with an impartial third-party organization to equitably resolve your concerns. BBB AUTO LINE provides voluntary mediation and non-binding arbitration services for disputes involving Lucid vehicles with an alleged nonconformity, defect, or deficient warranty performance, as determined by state or federal law. You may contact BBB AUTO LINE at:

1676 International Drive, Suite 550 McLean, Virginia 22102 1-800-955-5100 or BBBAUTOLINE.org

To begin the ADR process, simply call BBB AUTO LINE at 1-800-955-5100 or visit BBBAUTOLINE.org to file a claim online. You will be provided a Customer Claim Form, along with information describing how BBB AUTO LINE works. If you wish to use the BBB AUTO LINE program and you qualify for participation, you will be required to provide the following information:

- Your name and address;
- The vehicle identification number;
- The make, model and year of your vehicle; and
- A description of your concerns with the vehicle.

BBB AUTO LINE may also ask you for other information to help resolve your concerns, such as the purchase price of the vehicle, the mileage at the time of purchase, the current mileage and copies of repair orders. Upon receipt of your properly completed Customer Claim Form, BBB AUTO LINE will facilitate a voluntary mediation process for possible mutual resolution. If a mutual resolution is not possible, the matter will be resolved by non-binding arbitration. A decision is normally rendered within 40 days. BBB AUTO LINE will provide you with a copy of the arbitrator's decision. The decision is not binding on you but is binding on Lucid. If you accept the decision, all parties must comply with the decision within the time limits ("performance date") set by the arbitrator. Approximately two weeks after



the performance date, BBB AUTO LINE will contact you to verify that the arbitrator's decision has been completed. If you reject the decision of the arbitrator, Lucid will not be obligated to perform any part of the decision, and you may pursue other legal remedies under state or federal law. In some jurisdictions, BBB AUTO LINE's decision may be introduced as evidence.

BBB AUTO LINE's decisions may not include all remedies potentially available under state and federal law, including attorney's fees, civil penalties, punitive damages, multiple damages, or consequential damages.

YOU MUST USE BBB AUTO LINE IF YOU ARE REQUIRED TO USE A MANUFACTURER'S ADR PROGRAM PRIOR TO SEEKING REMEDIES UNDER THE "LEMON LAW" OF YOUR STATE. PLEASE CONSULT THE BBB AUTO LINE PROGRAM FOR ELIGIBILITY AND TIME LIMITATIONS IN YOUR STATE

#### For Canada Only:

If you have an unresolved warranty concern after following the procedure outlined above, Canadian owners may be eligible to utilize the Canadian Motor Vehicle Arbitration Plan (CAMVAP), which is a neutral, out-of- court dispute resolution program.

More information about CAMVAP can be found here:

Canadian Motor Vehicle Arbitration Plan 235 Yorkland Boulevard, Suite 109 Toronto, ON M2J 4Y8

https://www.camvap.ca/

CAMVAP provides binding arbitration services for disputes involving Lucid vehicles with an alleged nonconformity, defect, or deficient warranty performance, as determined by provincial or federal law. This service is provided at no cost to you and is part of Lucid's effort to provide you with an impartial third-party organization to equitably resolve your concerns.

To begin the arbitration process, simply call CAMVAP toll-free at 1-800-207-0685. CAMVAP will connect you with the proper Provincial Administrator based on the area code from which you are calling.

The process of resolving disputes through CAMVAP takes about 70 to 90 calendar days. To ensure fast and fair resolution of disputes that avoid the cost of going to court, CAMVAP's decision is final and binding on Lucid and you. CAMVAP's decisions do not include attorney's fees, civil penalties, punitive damages, multiple damages, or consequential damages other than incidental damages to which a party may be entitled under law.

# MANDATORY ARBITRATION AGREEMENT, WAIVER OF JURY DEMAND (U.S. and Canada)

Though the ADR programs through BBB AUTO LINE or CAMVAP described in the preceding paragraphs might be non-binding on you and/or optional for you depending on applicable federal, state, or provincial law, THIS SEPARATE MANDATORY ARBITRATION AGREEMENT IS MANDATORY AND BINDING ON YOU, EXCEPT YOU MAY OPT OUT OF THIS MANDATORY ARBITRATION AGREEMENT IN EITHER OF TWO WAYS:



15

- 1. For those claims that are eligible for arbitration under the BBB AUTO LINE or CAMVAP ADR programs: by utilizing BBB AUTO LINE or CAMVAP and obtaining and accepting the arbitrator's decision regarding those claims.
- 2. By sending an email not later than 30 days from the date you first request or accept benefits under this Lucid Warranty to optout@lucidmotors.com with "NVLW arbitration opt-out" in the subject line and indicating your request to opt-out of this arbitration agreement and your vehicle identification number (VIN) in the body of the email. Opting out only applies to this arbitration agreement and will not affect the validity or enforceability of any other arbitration agreements.

IMPORTANT: BY REQUESTING OR ACCEPTING BENEFITS UNDER THIS LUCID WARRANTY, INCLUDING REQUESTING OR HAVING ANY REPAIRS PERFORMED UNDER THIS LUCID WARRANTY, YOU AGREE TO BE BOUND BY THIS MANDATORY ARBITRATION AGREEMENT AND WAIVE YOUR RIGHT TO A JURY TRIAL IN FAVOR OF RESOLVING THROUGH BINDING ARBITRATION ANY CLAIM OR DISPUTE ARISING FROM OR RELATING IN ANY WAY TO THESE LUCID WARRANTY TERMS, BENEFITS (REQUESTED OR ACCEPTED), OR THE RIGHTS AND DUTIES HEREUNDER.

This section, referred to as the "Arbitration Agreement," mandates the resolution of disputes through binding arbitration, rather than in a court of law. However, either party may bring claims in small claims court if they meet the necessary criteria. Arbitration does not involve a judge or jury, and the court's review of arbitration awards is limited. Nevertheless, an arbitrator may award the same damages and relief as a court on an individual basis, including injunctive, declaratory relief, or statutory damages.

The term "Disputes" encompasses the following: (1)Any dispute or claim between you and Lucid Entities; (2) Any dispute or claim arising from or related to the purchase, condition, or warranty of this Vehicle (including but not limited to this Lucid New Vehicle Limited Warranty), or any resulting transactions or relationships (including with non-signatory third parties). "Lucid Entities" include Lucid Group USA, Inc.; Lucid USA, Inc.; Lucid Motors Canada ULC; and their parents, subsidiaries, predecessors, successors, assignees, officers, employees, representatives, agents, affiliates, and authorized service and repair facilities.

Disputes concerning the validity, application, scope, enforceability, or interpretation of this Arbitration Agreement will be exclusively decided by the arbitrator. The Arbitration Agreement and associated proceedings, such as waiver or estoppel before, during, or after arbitration, will be governed by the Federal Arbitration Act, 9 U.S.C § 1 et seq., and federal common law, not by any state laws or procedures regarding arbitration. The arbitrator holds the exclusive authority to address challenges to this Arbitration Agreement, including questions of waiver, estoppel, breach, or the validity of any part of this Arbitration Agreement.

Before initiating any dispute or claim through arbitration or otherwise, you and we must engage in an informal telephonic dispute resolution conference ("Conference"). If you are a natural person, you must participate in the Conference, while non-natural-person parties must designate a representative. To initiate a Conference, one party must provide written notice to the other party, including the initiating party's name, contact information, a description of the dispute, the requested amount for resolution, and the personal signature of any natural-person party (a copy may be submitted via email). The notice can be sent to us at disputes@lucidmotors.com. The Conference should occur within 60 days after the other party receives the notice, and during this process, any statute of limitations or filing deadlines will be suspended. An initiating party's failure to participate in this process will result in the arbitrator dismissing that party's arbitration demand.



The arbitration will be conducted by New Era ADR (www.neweraadr.com) or the American Arbitration Association ("AAA") (www.adr.org). Unless modified by this Arbitration Agreement, New Era ADR's arbitration will follow its Virtual Expedited Arbitration Rules and Procedures (www.neweraadr.com/rules-and-procedures/), while AAA's arbitration will adhere to AAA's Consumer Arbitration Rules (www.adr.org). A neutral arbitrator must be appointed, and both parties will be responsible for their respective initial filing fees to initiate arbitration. Subsequently, each party will cover their filing, administration, service or case management fees, as well as the arbitrator or hearing fees, up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more.

You and we may only bring disputes against each other on an individual basis and not as part of a class, collective, consolidated, or representative action. However, both parties may file a court suit to: enjoin intellectual property rights infringement, file for bankruptcy, enforce a security interest in the Vehicle through repossession, enforce the arbitrator's decision, or request a court review if the arbitrator exceeded their authority.

Discovery procedures as outlined in the New Era ADR or AAA rules should suffice for most claims. If there is a dispute over the scope of discovery, it should include the right for either side to inspect the Vehicle and exchange relevant Vehicle-related documents.

Unless the governing law requires a specific statute of limitations for a particular arbitration claim, any claim related to a Dispute must be filed no later than three (3) years after the claim or cause of action arose, or it will be forever barred. If any part of this Arbitration Agreement is unenforceable, it will be severed, and the remaining portions will be enforced. However, if the class-action waiver is deemed unenforceable in a Dispute involving class allegations, the entire Arbitration Agreement will be unenforceable for that Dispute.

In cases where multiple claims or remedies are asserted in one proceeding, and not all of them are subject to arbitration, the non-arbitrable claims or remedies must be stayed until all arbitrable claims or remedies have been resolved. If one party files a court action, the other party may seek to compel arbitration, and all proceedings will be stayed until the full resolution of the proceedings to compel arbitration, including any related appeals.