ADVENTURE GEAR

Limited Warranty Guide





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Revision History

This version of the guide is effective October 7, 2021.

Revision	Date	Description
1	December 9, 2021	Added warranty coverage details for Rivian x MAXTRAX Off-Road Recovery Boards and Rivian x MAXTRAX Off-Road Recovery Mounts, which are covered by the MAXTRAX lifetime warranty.



Consumer Information

RIVIAN'S CONSUMER ASSISTANCE PROCESS

Rivian is dedicated to achieving the highest level of consumer satisfaction. Rivian is in the best position to help you with your service and repair needs. To obtain warranty service, contact Rivian Customer Service.

Rivian will then communicate with you to:

- 1. Determine the optimal repair, service, or both for the Adventure Gear and if the repair or service is covered under warranty.
- 2. Determine the most convenient repair and service location, date, and time.
- 3. Provide an estimated duration of repair and service.

For Adventure Gear products that cannot be easily removed from your vehicle, Rivian will offer you alternative transportation for the duration of the warranty repair free of charge for certain repair lengths. When Rivian notifies you that Adventure Gear repairs, service, or both, have been completed, you are responsible for picking up the vehicle in a timely manner. If you cannot pick up the vehicle in a timely manner, you are responsible for coordinating with the Rivian Service Center. Failure to do so will result in additional charges not covered under warranty. Typical charges could include storage and vehicle rental fees. Local, state, or provincial authorities may require taxes be paid for warranty repairs and services. Rivian is not responsible for any taxes on warranty repair and warranty services.

CONTACTING RIVIAN CUSTOMER SERVICE

Contact Rivian's Customer Service team through any of the following methods:

- The Rivian app.
- E-mail customerservice@rivian.com.
- Call (888) RIVIAN1 / (888) 748-4261.
- Go to https://rivian.com/support and use the chat option.



Dispute Resolution

DISPUTE RESOLUTION – ARBITRATION, CLASS WAIVER

Any claim or dispute you may have related to your Adventure Gear Limited Warranty or the duties contemplated under the warranty (among other disputes) will be arbitrated pursuant to the terms of the Final Agreement to Purchase. Under that agreement, you agreed to resolve disputes with Rivian by binding arbitration, rather than litigation in court. Please reference your Final Agreement to Purchase for full details.



For your convenience, the relevant portion of the Final Agreement to Purchase is reproduced below:

16. DISPUTE RESOLUTION—ARBITRATION, CLASS ACTION WAIVER

Binding Arbitration. To the fullest extent permitted by applicable law and except for small claims or if you choose to opt-out as provided below, you and Rivian agree to resolve any claims, demands, disagreements, or disputes between us whether based in contract, tort, statute or otherwise arising from or related to this Agreement, or our relationship, including advertising and other communications between you and Rivian, Rivian products or services, and as applicable, your credit application, or the purchase or condition of the Vehicle (a "Dispute") by binding arbitration conducted by the American Arbitration Association ("AAA") in accordance with the AAA Consumer Arbitration Rules, unless you and we agree otherwise. For more information on arbitration and to access the AAA Consumer Arbitration Rules, please visit: <u>www.adr.org</u>. If the AAA Consumer Arbitration Rules conflict with this Agreement, then this Agreement shall control. **You and we understand that we are both waiving our rights to go to court (other than small claims court, as provided below), to present our claims to a jury and to have claims resolved by a jury trial, and also that judicial appeal rights, if any, are more limited in arbitration than they would be in court.**

Confidentiality. Unless otherwise prohibited by federal or state law or regulation, any arbitration, and any award issued in an arbitration, shall be kept confidential, except to the extent necessary to seek court intervention (such as to enforce an award).

Initial Dispute Resolution Requirement. Most disputes can be resolved without resort to arbitration or small claims court. For any Dispute, you and we agree that before taking any formal action to initiate arbitration or a small claims suit we will contact the other in an attempt to resolve the Dispute. You will contact us at <u>demands@rivian.com</u> and provide a brief, written description of the Dispute and your contact information (including your Rivian ID, if you have one). We will contact you at your contact information on file with Rivian. You and Rivian agree to use reasonable efforts to settle any Dispute directly and good faith negotiations shall be a pre-condition to either party initiating a small claims suit or arbitration.

Filing a Demand for Arbitration. If the parties do not reach an agreed-upon solution within a period of 60 days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration. In order to initiate arbitration, you must file an arbitration demand with AAA. You can find information about AAA and file your arbitration demand at <u>https://www.adr.org/Support</u>. You are also required to send a copy of the arbitration demand to us and you should send it by email to: arbitration@rivian.com.

Fees & Costs. AAA's Consumer Arbitration Rules will govern the allocation of arbitration fees and costs between you and Rivian. However, if your arbitration case filing fee exceeds to filing fee you would pay to file the action in a court of law, Rivian will pay the amount of your case filing fee in excess of the filing fee you would pay in a court of law. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if s/he finds that applicable law allows such reimbursement because your claims were frivolous or brought in bad faith. You are responsible for your own attorneys' fees unless applicable law provides otherwise.



Arbitration Location & Procedure. Arbitration shall be initiated and take place in the city or county of your residence unless you and Rivian agree otherwise, or, if you reside outside of the United States, in Orange County, California. If your claim does not exceed \$25,000, then the arbitration will be conducted solely on the basis of documents you and Rivian submit to the arbitrator. If your claim exceeds \$25,000, you and Rivian may agree to conduct arbitration by videoconference or teleconference or conduct a document-only arbitration without any hearing.

Applicable Law. This Section 16, Dispute Resolution – Arbitration and Class Action Waiver, its subject matter, formation and enforceability will be governed by the Federal Arbitration Act as interpreted by the federal courts, and not any state law regarding arbitration. The statute of limitations laws of the State in which Rivian is licensed to sell motor vehicles that is nearest to your delivery address, without regard to choice or conflict of law principles, will apply to any claims brought in arbitration.

Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Section, including but not limited to any claim that all or any part of this Section is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. However, the parties agree that any issue concerning the validity of the class action waiver below must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver. The arbitrator shall be empowered to grant whatever relief would be available to you in your individual capacity in a court under law or in equity, including public injunctive relief. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Class Action Waiver. The parties further agree that the arbitration shall be conducted in each party's respective individual capacity only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND RIVIAN AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, NEITHER YOU NOR RIVIAN WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CONSUMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If a court or arbitrator finds this Class Action Waiver provision to be unenforceable as to a particular class or representative action, then this entire Section 16, Dispute Resolution – Arbitration and Class Action Waiver shall be null and void as to that class or representative action, and the action may only be brought in court rather than in arbitration.

Small Claims Court. Subject to the Initial Dispute Resolution Requirement, either party may bring an individual action in small claims court consistent with the jurisdictional limits that apply to that forum.

Opt-Out Right. You may opt-out of this Section 16, Dispute Resolution – Arbitration and Class Action Waiver within 30 days from the date you electronically sign this Agreement, by sending an email to optout@rivian.com from the email associated with your Rivian ID with "Opt-Out of Arbitration" in the subject line and, in the body of the email, your full name and address. You agree that any request will not apply to subsequent agreements between you and Rivian unless the other agreement provides an option to opt out and you follow the requirements outlined in that other agreement.



Severability. Except as provided in the Class Action Waiver Section above, if any competent legal authority determines any part of this Section 16, Dispute Resolution – Arbitration and Class Action Waiver is illegal or unenforceable, then such part will be eliminated and the remainder of Section 16, Dispute Resolution – Arbitration and Class Action Waiver will remain in force and effect and the unenforceable part shall be deemed to be modified solely to the extent necessary to make it enforceable.

Survival. This Section 16, Dispute Resolution – Arbitration and Class Action Waiver shall survive the end of this Agreement and/or your relationship with Rivian, including the end of any promotion or contest, opt-out of communication or other use or participation in any Rivian Product or Service.



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General Warranty Provisions and Terms

WARRANTOR

Rivian Automotive LLC ("Rivian") will provide repairs to Rivian Adventure Gear during the applicable warranty period in accordance with the terms, conditions, and limitations defined in this Warranty Guide.

Rivian Automotive, LLC 14600 Myford Road Irvine, CA 92606 United States customerservice@rivian.com

LIMITATIONS AND DISCLAIMERS

The warranties in this Warranty Guide are the only express warranties made in connection with Rivian Adventure Gear.

Warranties and conditions arising under state, provincial, and federal law including but not limited to implied warranties and conditions of sale, durability, or those otherwise arising in the course of dealing or usage of trade, shall be limited in duration to the fullest extent allowable by law, or limited in duration to the term of the Adventure Gear Limited Warranty for such jurisdictions which do not allow a limitation on the duration.

RIVIAN NORTH AMERICA WARRANTY REGION

The warranties in this Warranty Guide apply to Rivian Adventure Gear sold by Rivian in the Rivian North America Warranty Region. The "Rivian North America Warranty Region" is defined as the 50 states of the United States of America and Canada. Warranty service is provided exclusively in the Rivian North America Warranty Region. Any subsequent purchasers or transferees may be eligible for warranty service in the Rivian North America Warranty Region.

MULTIPLE WARRANTY CONDITIONS

Warranty terms and conditions may vary depending on the part or system covered. A warranty for specific parts or systems is governed by the terms in the applicable warranty section, and other general provisions in the Warranty Guide section below.

WARRANTY TRANSFER

The warranties described in this Warranty Guide may be transferable to subsequent purchasers.



Adventure Gear Limited Warranty

Rivian Adventure Gear purchased with your Rivian vehicle is generally covered by the same warranty duration as the comprehensive warranty for the vehicle with which is was purchased.

Rivian Adventure Gear purchased separately from your vehicle is covered for a period of 2 years.

Exceptions, exclusions, and limitations for these warranties are detailed below. These warranties cover the repair, replacement, or adjustment necessary to correct any Rivian component parts found to be defective in materials or workmanship under normal operation and use during the applicable coverage period.

Any part replaced under the terms of this warranty shall become the property of Rivian.

ADVENTURE GEAR COVERED

The Adventure Gear products below are covered by the Adventure Gear Limited Warranty.

- Cargo Crossbars
- Field Kit
- Yakima HighRoad Bike Mount
- Yakima JayLow Kayak Mount
- Yakima FatCat Evo6 Ski & Snowboard Mount
- Yakima SUPDawg SUP & Surfboard Mount
- Offroad Recovery Kit
- R1T All-Weather Mats, 5-Passenger
- R1S All-Weather Mats, 5-Passenger
- R1S All-Weather Mats, 7-Passenger
- Three-Person Tent
- Gear Tunnel Shuttle
- Rivian Camp Kitchen

EXCEPTIONS

The Adventure Gear products below are covered for periods different from the standard limited warranty. In all cases, the limited warranties cover the repair or replacement necessary to correct defects in materials or workmanship of any parts manufactured or supplied by Rivian that occur under normal operation and use during the applicable coverage period.

- Rivian Camp Kitchen Snow Peak Kitchen Set is covered by the manufacturer's lifetime warranty.
- Rivian x MAXTRAX Off-Road Recovery Boards and Rivian x MAXTRAX Off-Road Recovery Mounts are covered by MAXTRAX lifetime warranty.

For your convenience, the relevant portion of the the MAXTRAX Products Warranty is reproduced below:



MAXTRAX Products come with a Lifetime Warranty against manufacturing defects. Subject to the Limitations on Refunds/ Replacements, if the Product/s, when used in accordance with the "Instructions for Use" provided with the Product/s, fails due to defective manufacture, we will replace it at no cost to you.

EXCLUSIONS AND LIMITATIONS

The Adventure Gear Limited Warranty does not apply in the following situations:

- The Adventure Gear is modified without Rivian's written approval.
- The Adventure Gear is repaired in a way that is inconsistent with Rivian service requirements.
- The Adventure Gear is subjected to unusual physical, thermal, or electrical stress; racing; overloading; improper installation; misuse; abuse; accident; fire; floods; or negligent use, storage, transportation, or handling.

In addition, damage or the malfunction of the Adventure Gear or any of its component parts is not covered under the Adventure Gear Limited Warranty when caused by the following:

- Lack of routine maintenance as set forth in the Owner's Guide for your vehicle.
- Lack of repair or failure to repair in a timely manner.
- Failure to observe and comply with all field service action notifications.
- Winching, towing, or transporting in an improper manner.
- Theft or other criminal activity.
- Collisions, crashes, and objects striking the Adventure Gear.
- Using the Adventure Gear for purposes other than those for which it was designed.

VOIDED WARRANTY

Complying with the Owner's Guide, this Warranty Guide, and any future field service action notifications for the Adventure Gear is important to maintain warranty coverage. This Adventure Gear Limited Warranty may be voided if the instructions in those documents, or possible future field service actions, are not followed. These instructions include, but are not limited to, compliance with field service action notifications, proper use, repair and maintenance requirements, and software updates.

If your Adventure Gear leaves the Rivian North America Warranty Region, for warranty purposes:

• Except where specifically required by law, there is no warranty coverage for this Adventure Gear if it is sold or registered outside of the Rivian North America Warranty Region.

Although Rivian does not require all service or repairs be made at a Rivian-authorized repair facility or other authorized repair channel, the Adventure Gear Limited Warranty may be voided in whole or in part due to improper maintenance, service, or repair.



Exchange Parts

Warranty repairs may be resolved by using exchanged parts with the intent to reduce the amount of time you are without your Adventure Gear. New, reconditioned, remanufactured, or repaired parts may be used in this exchange service. In any case, all exchanged parts will have the same limited warranty as service parts and meet Rivian standards. The decision whether to repair, replace, or provide remanufactured parts, along with the condition of the replacement parts, is reserved for Rivian at the sole discretion of Rivian.

Production Changes

Production changes or upgrades to new Adventure Gear do not obligate Rivian to update Adventure Gear already built with component parts of a different type or design, so long as the Adventure Gear functions properly with the repair, adjustment, or installation of replacement parts under the warranty.

This Warranty Guide will be updated with a new effective date, shown on the title page, if any warranty terms have changed. The new warranty terms will only apply to Adventure Gear sold after that date.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the Adventure Gear functions properly with the replacement part.

Modifications and Waivers

Rivian may cover more service and repair costs than are necessary as detailed in the Warranty Guide. In some cases, Rivian choosing to offer to pay for services and repairs beyond the limited warranty are known as "adjustment programs." In the event Rivian initiates an adjustment program, Rivian will attempt to contact owners of registered affected Adventure Gear. Owners may contact Rivian to determine if their Adventure Gear is covered in a broader adjustment program. The choice to use adjustment programs does not affect Rivian's right to pay for repair and services beyond warranty requirements on a case-by-case basis.

Rivian reserves the right to perform additional services, make changes to Rivian Adventure Gear, and pay for service and repairs beyond those covered in the Warranty Guide without incurring any obligation on Rivian to perform similar actions on other Adventure Gear. This Warranty Guide does not imply any Rivian Adventure Gear is expected to contain defects or is completely free from defect. Defects may be unintentionally introduced into Adventure Gear during the design and manufacturing processes. Such defects could result in the need for repairs. For this reason, Rivian provides the Adventure Gear Limited Warranty to remedy any such manufacturing defects that result in Adventure Gear component part malfunction or failure during the warranty period.

