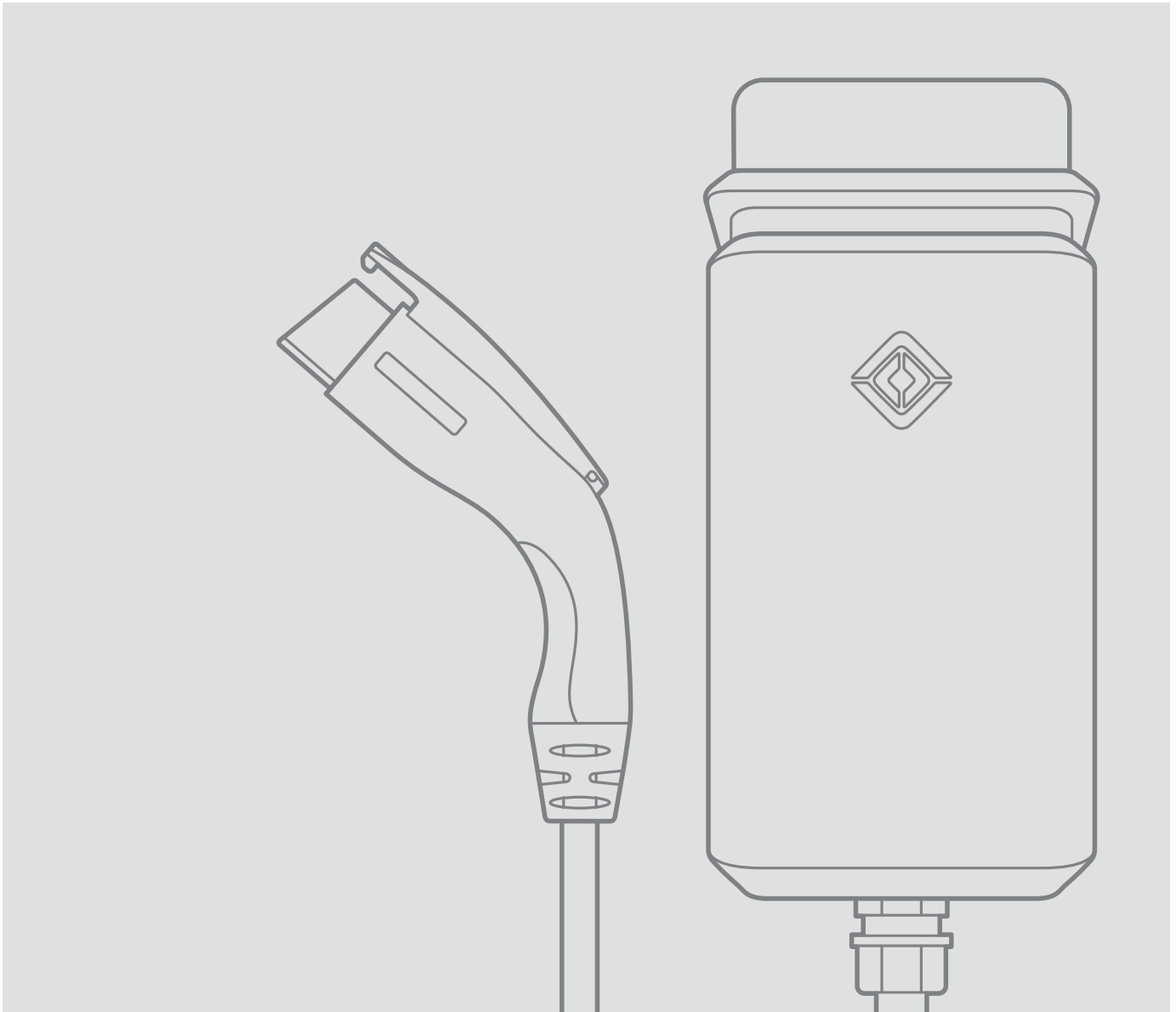


WALL CHARGER

Warranty Guide





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Consumer Information

RIVIAN 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 product and if the repair or service is covered under warranty.
2. Determine the most convenient approach to repair and service.
3. Provide an estimated duration of repair and service.

CONTACTING RIVIAN CUSTOMER SERVICE

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

- Use 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 - Arbitration, Class Action Waiver

Any claim or dispute you may have related to your New Wall Charger Limited Warranty or the duties contemplated under the warranty (among other disputes) will be arbitrated pursuant to the terms of Rivian General Terms and Conditions (“Rivian Terms”), which provide that you agree to resolve disputes with Rivian by binding arbitration, rather than litigation in court. Please reference the Rivian Terms for full details.

For your convenience, the relevant portion of the Rivian Terms 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: www.adr.org. 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 demands@rivian.com 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 <https://www.adr.org/Support>. 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 and 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 the 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 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.

General Warranty Provisions

WARRANTOR

Rivian Automotive, LLC (“Rivian”) will provide repairs to Rivian charging products 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 charging products.

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 New Wall Charger Limited Warranty for such jurisdictions which do not allow a limitation on the duration.

These stated warranties give you specific legal rights. You may have other rights, which vary from state to state depending on applicable state law. INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE PRODUCT, OR COMMERCIAL LOSS ARE NOT COVERED UNDER THIS WARRANTY.

In the United States, the Magnuson-Moss Warranty Act (15 U.S.C.A. § 2301 et seq.) (“MMWA”) is the federal law which governs your New Wall Charger Limited Warranty. To the fullest extent allowed by the law of your jurisdiction, you must provide Rivian, during the applicable warranty period specified in this Warranty Guide, with written notification of any defects you have experienced within a reasonable period-of-time to allow Rivian an opportunity to make any needed repairs, before you pursue any remedies via a civil action.

YOUR RIGHTS UNDER STATE OR PROVINCIAL LAW

The provisions in this Warranty Guide give you specific legal rights. You may also have other rights that vary by state or province.

PRODUCT OWNERSHIP AND WARRANTY TRANSFER

The warranties described in this Warranty Guide may be transferable to subsequent lawful purchasers of the charging product after the first retail purchaser. Subsequent purchasers should contact Rivian, before purchase, to determine whether any warranty coverages have been voided.

WARRANTY PERIOD

The New Wall Charger Limited Warranty begins on the day a new wall charger is first purchased by the first retail purchaser(s) or by registering the product for operation, whichever is earlier, and provides coverage for the period based on the specified warranty. Parts repaired or replaced under this warranty are covered only until the original warranty period ends or as otherwise provided by applicable law.

NEW WALL CHARGER WARRANTY

The New Wall Charger Limited Warranty provides a 5-year comprehensive warranty. Our coverage includes parts and labor required to repair or replace component parts, defective materials or workmanship when used under normal operating conditions.

To maintain coverage under warranty, any installation of the Wall Charger must be performed by a licensed electrician in accordance with local codes and standards.

COMPREHENSIVE WARRANTY

Rivian promises to repair, replace or adjust 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.

WARRANTY EXCEPTIONS, EXCLUSIONS, AND LIMITATIONS

The warranties set forth above do not apply in the following situations:

- The product has damage, failure, abrasion or corrosion resulting from accident, theft, vandalism, fire, flood, animals, insects, earthquake, tree sap, salt, windstorm, hail, lightning or any other man-made or environmental condition;
- The product has been subjected to unusual physical, thermal, or electrical stress, abuse, misuse, neglect, negligence, accident, improper testing, improper installation (excluding installation by Rivian), improper storage, improper handling or shipping, or use contrary to any instructions issued by Rivian;
- The purchaser fails to comply with warnings, maintenance practices, or other instructions as described in an installation guide or instruction manual;
- The product has been reconstructed, repaired, or altered in any manner not described in a Rivian installation guide or by any person or party other than Rivian;
- The product has only cosmetic wear or other blemishes from normal wear and usage;
- The product has been used with any hardware, software, or product not approved in writing by Rivian;
- The purchaser fails to comply with applicable regulations or safety standards; or
- The purchaser fails to contact Rivian upon detection of any component part defect covered by this warranty guide.

EXCHANGE PARTS

Warranty repairs may be resolved by using exchanged parts with the intent to reduce the amount of time you are without your wall charger. New, reconditioned, remanufactured, or repaired parts may be used in this exchange service. 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.

DAMAGES

Rivian is not responsible for any indirect damages arising out of, or relating to, loss of access to vehicle charging or any damages resulting from loss of vehicle use or access.

Rivian shall not be liable for any direct damages in an amount that exceeds the purchase price paid for the vehicle or product. The above limitations and exclusions shall apply whether your claim is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether

GENERAL WARRANTY PROVISIONS

negligent or otherwise) or otherwise at law or in equity, even if Rivian is advised of the possibility of such damages or such damages are reasonably foreseeable. Rivian is not responsible for any fees or costs incurred in connection with litigating any such claim.

Some jurisdictions do not allow the exclusion or limitation of indirect, direct, incidental, special, or consequential damages, so the above limitations or exclusions may not apply to you.

PRODUCTION CHANGES

Rivian may make changes to new product design and update warranty coverage for new products at any time. Production changes or upgrades to new products do not obligate Rivian to update products already built with component parts of a different type or design, so long as the product 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 products 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 product functions properly with the replacement part.

MODIFICATIONS AND WAIVERS

Only an authorized Rivian representative can modify this New Wall Charger Limited Warranty Guide (the "Warranty Guide"). 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 products. Owners may contact Rivian to determine if their product is covered in a broader adjustment program. The choice to use adjustment programs does not affect the right of Rivian 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 products, 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 products. This Warranty Guide does not imply any Rivian product is expected to contain defects or is completely free from defect. Defects may be unintentionally introduced into products during the design and manufacturing processes. Such defects could result in the need for repairs. For this reason, Rivian provides the New Wall Charger Limited Warranty to remedy any such manufacturing defects that result in a component part malfunction or failure during the warranty period.

VOIDED WARRANTY

Complying with the product manual, this Warranty Guide, and any future field service action notifications for your product is important to maintain warranty coverage. This New Wall Charger 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 product use, repair and maintenance requirements, and software updates.