

SALES & SERVICE DEPARTMENT
(Review this form with Nissan LEAF Lithium-Ion Battery Customer)
Nissan LEAF LITHIUM-ION BATTERY CUSTOMER
DISCLOSURE FORM & TRADE-IN AGREEMENT
For use with Nissan LEAF BATTERY PURCHASE PROGRAM

Congratulations on your decision to purchase a new Nissan LEAF lithium-ion battery and continuing the effort to reduce tailpipe emissions and oil dependence. This document contains important information about replacing your LEAF's lithium-ion battery. This includes information regarding the required return of your old lithium-ion battery to Nissan as a condition of Nissan's sale of the replacement battery (at an MSRP that is premised on battery core return), important warranty information concerning the replacement battery, and information concerning the unique operating characteristics of the all electric Nissan LEAF. Additional information concerning the performance, operation, care and maintenance of your Nissan LEAF can be found in the Nissan LEAF Owner's Manual and our website.

I. Battery Trade-in

By signing this form, customer acknowledges and agrees that Nissan's sale of the LEAF lithium-ion replacement battery is conditioned on the customer's agreement to trade-in the customer's old LEAF lithium-ion battery in exchange for the new battery. These requirements are based on Nissan's belief that it is best equipped to ensure the proper disposal and/or reuse/recycling of the battery and its components. The lithium-ion Battery is intended only for operation in the Nissan LEAF and may pose a risk if used improperly in other applications. Additionally, it contains chemicals that, if not handled correctly, can pose a hazard. Finally, the suggested retail pricing for the replacement battery was developed based on an assumption that the original battery would be exchanged for the replacement battery, without which Nissan could not offer this level of pricing.

In order to allow for battery trade-in, and as a further condition of sale, customer must represent by signing below that either (1) their LEAF vehicle and old lithium-ion battery are owned by customer free and clear of any liens and encumbrances; or (2) that any lender with a lien on the vehicle and/or original battery consents to the battery exchange. Customer agrees to assist in completing the attached "Lienholder's Consent To Battery Replacement" to obtain consent from the lienholder.

II. Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery

The replacement Nissan LEAF lithium-ion battery comes with a Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery when the replacement battery is purchased by a customer (batteries replaced under warranty are covered by a separate warranty). This limited warranty covers defects in materials or workmanship for 8 years/100K miles (whichever occurs first) and covers battery capacity loss below 9 bars of remaining capacity as shown on the vehicle's Battery Capacity Level gauge for 5 years/60K miles (whichever occurs first). If the replacement battery purchased by the customer fails, its replacement made under this warranty is covered under warranty for defects in materials or workmanship and capacity loss below 9 bars of remaining capacity as shown on the vehicle's Battery Capacity Level Gauge for 12 months/12K miles (whichever occurs first), or the balance of the applicable warranty coverage on the original purchased replacement battery, whichever is longer. The warranty includes a number of specific conditions, exclusions, and limitations. See your Nissan dealer and read the actual limited warranty for detailed information.

All warranty repairs may only be completed at a certified Nissan LEAF dealership. Not all Nissan dealers may be certified. The closest certified Nissan LEAF dealership may be located farther away than you would prefer. In addition to warranty service, Nissan highly recommends that all maintenance and repair services be performed by a Nissan Certified LEAF dealer, listed on www.nissanusa.com/leaf.

III. Unique Characteristics Of An All Electric Vehicle.

The replacement lithium-ion battery is designed specifically for use in a Nissan LEAF. The Nissan LEAF is an electric vehicle that has unique operating characteristics that may not meet all of your driving needs, even with

a new replacement lithium-ion battery. Before purchase of a replacement battery, you should consider how you plan to use your LEAF, including such factors as commuting distance, driving style, climate, availability of workplace and/or public charging infrastructure, and planned cargo. THE NISSAN LEAF WEBSITE (www.nissanusa.com/leaf) CONTAINS ESSENTIAL INFORMATION THAT CAN ASSIST YOU IN DECIDING WHETHER A REPLACEMENT BATTERY FOR YOUR LEAF WILL HELP MEET YOUR DRIVING NEEDS. Call us if you have any questions (1-877-NO GAS EV, 1-877-664-2738).

IV. Electric Vehicle Operation.

Because the Nissan LEAF is an electric vehicle, it operates differently and exhibits different characteristics than internal combustion engine vehicles. This remains true after battery replacement.

Before operating your vehicle or contacting your dealership with concerns regarding your vehicle's operations, please carefully read your *Owner's Manual*, *Nissan LEAF Warranty Information Booklet*, *Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery*, and the *Service and Maintenance Guide* for necessary additional information concerning the proper operation, operational characteristics (including charging and methods of charging, time to charge, vehicle range, normal battery capacity loss over time, effects on autonomy range, and cold weather operation), service and maintenance requirements and the terms and conditions of the applicable Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Replacement Battery.

Nissan LEAF Vehicle Range and Battery Replacement

- Vehicle range (or the distance you can drive) of a Nissan LEAF will vary considerably based on a number of factors. This is true whether the vehicle is new or used and whether it has the original battery or a replacement battery.
- These factors include vehicle speed, topography, driving style and traffic conditions, trim and equipment level, climate, ambient temperature, air conditioning/heater usage, state of charge, battery capacity, battery age and payload. There are an infinite number of range scenarios, based on many variables. Review the Nissan LEAF website at www.nissanusa.com/leaf carefully for additional information concerning vehicle range before purchasing a replacement LEAF lithium-ion battery.
- Gradual loss of battery capacity. Like all lithium-ion batteries, the Nissan LEAF lithium-ion battery will experience a reduction in the amount of electricity or charge it can hold over time, resulting in a reduction in the vehicle's range. This is normal and expected of both the vehicle's original battery and any replacement battery. Although Nissan expects the great majority of vehicles to retain 9 or more bars of capacity through 5 years of normal use and mileage, the rate of reduction varies, and will depend upon your individual usage and operating environment. The rate of capacity loss will tend to be greater in the early part of your battery's life, but the rate of loss should decrease over time. Factors that will affect and may hasten the rate of capacity loss include, but are not limited to:
 - Sustained high battery temperatures (caused, for example, by exposure to very high ambient temperatures or extending highway driving with multiple quick charges)
 - Sustained high battery state of charge (caused, for example, by frequently charging to 100% state of charge and/or leaving the battery above 80% state of charge for long periods of time)
 - Higher than estimated annual mileage accumulation (such as more than 12,500 miles per year)

More detailed information about battery capacity loss and factors that can affect the rate of capacity loss is available in your Owner's Manual.

- For new LEAF vehicles, the EPA estimated range varies by model year and actual range will vary. The EPA estimated range for prior model years is as follows:
 - Model Year 2014 LEAF - 84 miles (new vehicle estimate)
 - Model Year 2013 LEAF - 75 miles (new vehicle estimate)

Model Year 2012 LEAF - 73 miles (new vehicle estimate)

NOTE: EPA testing has not been conducted on the Nissan LEAF with a replacement lithium-ion battery. Range for a used vehicle and/or a vehicle with a replacement lithium-battery will vary.

V. Lithium-Ion Battery Maintenance

As an all electric vehicle, the Nissan LEAF has unique features, service requirements, and safety risks that require specially trained technicians and some specialized equipment.

A. Lithium-Ion Battery Maintenance: Vehicle maintenance, including maintenance of the lithium-ion battery, is required as a condition of the Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery. Battery maintenance includes completion of an annual lithium-ion battery usage report. These include reports at 12 mos., 24 mos., 36 mos., 48 mos., 60 mos., 72 mos., and 84 mos. of vehicle ownership, which can be performed by a Nissan Certified LEAF dealer or any qualified repair facility. Damage or failure resulting from a failure to have these required services performed, or that could have been avoided had these services been performed, is not covered under the Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery. (See your Nissan dealer and read the actual limited warranty for complete details).

B. Battery Replacement Cost: As your vehicle battery ages, you may decide to replace the battery due to gradual capacity loss and its effect on vehicle range. The cost of future battery replacement may increase, and may be greater than replacing a gas vehicle's power train.

C. Repairs: BODY SHOP WARNING: In the event of a significant accident, the vehicle should be delivered to a certified Nissan LEAF dealer to have the battery pack and high voltage parts such as the inverter, including the wiring harness, removed prior to painting. Battery packs exposed to heat in the paint booth will experience capacity loss. Damaged battery packs may also pose safety risks to untrained mechanics and repair personnel.

Time of Order Acknowledgment & Agreement

I, RODERICK YOUNG, hereby
(CUSTOMER'S NAME)

acknowledge that I have carefully read and understand all of the written information contained in this document concerning the Nissan LEAF lithium-ion battery prior to my purchase and agree to its terms.

Reviewed by:

[Signature] 10/16/20
(Dealership Executive & Date)

Acknowledged by:

[Signature] 2020
(Customer Signature & Date)

Time of Replacement Battery Delivery

Reviewed by:

(Dealership Executive & Date)

Acknowledged by:

(Customer Signature & Date)

LIENHOLDER'S CONSENT TO BATTERY REPLACEMENT

The undersigned, _____ ("Lienholder"), hereby certifies that Lienholder maintains a lienhold interest in a motor vehicle, more specifically described as _____ (YR) Nissan LEAF, VIN # _____ (the "Vehicle"). This lienhold interest extends to all components of this Vehicle, including the Vehicle battery.

Lienholder understands that the vehicle owner, _____ ("Owner"), is replacing the original battery with a new battery, and that the replacement process includes a disposition of the original battery once it is removed.

In consideration of an acknowledgement by the Owner recognizing the creation and existence of a priority lienhold interest in Lienholder's favor in the new battery at such time as the new battery becomes attached to the Vehicle, Lienholder hereby consents to the removal and disposition of the original battery, and an extinguishment of its lienhold interest in said original battery, and Lienholder hereby waives and releases any claims of right or entitlement to the original battery including for any remaining monetary value or proceeds of sale thereof.

In consideration of the consent given by the lienholder herein, the undersigned Owner hereby agrees and acknowledges that the Lienholder obtains and has a priority lienhold interest in the new battery at such time as the new battery is installed upon and attached to the Vehicle.

"Lienholder"

"Owner"

(signature)

(signature)

NONE
(Lienholder business name)

RODERICK YOUNG
(Owner Name)

By _____

Its _____

SALES & SERVICE DEPARTMENT
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For use with Nissan LEAF BATTERY PURCHASE
PROGRAM
IMPORTANT Dealer Information
Nissan LEAF Lithium-Ion Battery

The Nissan LEAF lithium-ion battery has very unique capabilities but also has unique requirements for normal operation that are different from other vehicle parts you may have had in the past. Selling a lithium-ion battery as a service part therefore requires additional and special consideration and understanding. This document will provide valuable information for your consideration, including information relating to the Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery, the Customer Disclosure Form and Trade-In Agreement, and the required return of the old lithium-ion Battery to Nissan as a condition of Nissan's sale of the replacement battery.

Dealers are required to submit a lithium-ion battery order form, signed Dealer Disclosure Form and Trade-In Agreement, and signed Customer Disclosure Form and Trade-In Agreement to Nissan with any lithium-ion replacement battery order.

I. Lithium-ion Replacement Battery Operation, Servicing, Maintenance, Handling and Storage The lithium-ion battery replacement operates differently and exhibits different characteristics than other service parts. **The Electric Vehicle system uses high voltage current. Failure to follow the proper handling instructions may cause serious injury or death.**

Before operating, servicing, maintaining, handling and storing the lithium-ion replacement battery please carefully read your *Lithium-Ion Battery Service Manual and LEAF vehicle Technical Service Bulletins*. These materials can be found on ASIST.

II. Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery

The replacement Nissan LEAF lithium-ion battery comes with a Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery when the replacement battery is purchased by a customer (batteries replaced under warranty are covered by a separate warranty). This limited warranty covers defects in materials or workmanship for 8 years/100K miles (whichever occurs first) and covers battery capacity loss below 9 bars of remaining capacity as shown on the vehicle's Battery Capacity Level gauge for 5 years/60K miles (whichever occurs first). If the replacement battery purchased by the customer fails, its replacement made under this warranty is covered under warranty for defects in materials or workmanship and capacity loss below 9 bars of remaining capacity as shown on the vehicle's Battery Capacity Level Gauge for 12 months/12K miles (whichever occurs first), or the balance of the applicable warranty coverage on the original purchased replacement battery, whichever is longer.

The warranty includes a number of specific conditions, exclusions, and limitations. The complete terms of this warranty are set forth in Nissan Limited Warranty on Customer-Purchased LEAF Lithium-Ion Battery, which will be provided to Dealers by the Powertrain Call Center when the battery is ordered. Dealers are required to make these written warranty materials available to customers in compliance with applicable state and federal law at the point of sale of the replacement lithium-ion battery.

III. Battery Trade-in and Customer Disclosure Form & Trade-In Agreement

By signing this form, the dealer acknowledges and agrees that the sale of the LEAF lithium-ion replacement battery by Nissan is conditioned on (1) the customer's agreement to trade-in the customer's old LEAF lithium-ion battery in exchange for the new battery; and (2) the dealer's agreement to return the old battery to Nissan in exchange for a predetermined "Core Credit."

These requirements are based on Nissan's belief that it is best equipped to ensure the proper disposal and/or reuse/recycling of the battery and its components. The Lithium-ion Battery is intended only for operation in the Nissan LEAF and may pose a risk if used improperly in other applications. Additionally, it contains chemicals that, if not handled correctly, can pose a hazard. Finally, the suggested retail pricing for the replacement battery was developed based on an assumption that the original battery would be exchanged for the replacement battery, without which Nissan could not offer this level of pricing.

Dealer agrees that in connection with any customer order for a Lithium-ion replacement battery, dealer will:

1. Provide the customer with the Customer Disclosure Form & Trade-In Agreement for signature by the customer prior to placing the battery order with Nissan;
2. Return the signed Customer Disclosure Form & Trade-In Agreement to the Powertrain Call Center;
3. Sign and return this Dealer Disclosure Form and Trade-In Agreement to the Powertrain Call Center.

By signing this form, the dealer further acknowledges and agrees that upon replacement of the original Lithium-Ion battery, dealer will return to Nissan the original battery in exchange for a Core Credit of \$1000. Dealer agrees to notify Nissan that the original lithium-ion battery is available for shipment back to Nissan. Nissan agrees to pay for the cost of return shipping.


Dealer further agrees that if for any reason dealer fails to return the original battery to Nissan, dealer agrees to defend and indemnify Nissan and its affiliates from any and all claims, fines, damages or liabilities, including attorneys' fees, arising or alleged to arise, directly or indirectly, from the dealer's failure to return the old lithium-ion battery to Nissan.

Time of Order Acknowledgment and Agreement

I, Charles Catbagan, hereby
(DEALERSHIP EXECUTIVE'S NAME)

acknowledge that I have carefully read and understand all of the written information contained in this document concerning the Nissan LEAF lithium-ion battery prior to my purchase and agree to its terms.

Acknowledged and Agreed by:

 10/16/20
(Dealership Executive & Date)