

Lithium (LiFePo4) Batteries

8-YEAR LIMITED WARRANTY

Eco Capital, Inc. ("**Eco Battery**"), the manufacturer of Eco Battery-branded Lithium Iron Phosphate (LiFePO4) batteries (each a "**Battery**"), warrants that each Battery sold by Eco Battery or any of its authorized distributors or dealers to be free of manufacturer's defects for a period of 8-years from the date of sale as determined by buyer's sales receipt (the "**Warranty Period**").

NON-TRANSFERABLE

The above warranty (the "**Limited Warranty**") is only to the original purchaser of a Battery and is not transferable to any other person or entity. Please contact the place of purchase regarding any Limited Warranty claim.

WARRANTY EXCLUSIONS

This Limited Warranty does not cover any Battery subjected to the following conditions:

- · Damage due to being unsecured or insufficiently secured
- Improper installation, use, maintenance or service
- Loose Battery terminal connections
- · Batteries connected in series
- More than 2 Batteries connected in parallel
- Reverse polarity connections
- Inappropriate storage conditions (as defined in the Battery Owner's Manual), including but not limited to, exposure to extreme ambient temperatures above 140F or below -20F, fire, any type of water submersion and or pressure washing, and/or storing the Battery in a completely discharged state
- Any short circuit caused by accidental, intentional, or inadvertent connection of the positive and negative terminals
- · A battery that was jump started
- A battery installed with wood or any non-fire approved plastic mounts
- A battery that has been flooded or pressure washed
- Damage caused by impact, accident, collision or drop
- Under/over charging the Battery (as defined in its respective Battery Owner's Manual)
- Use with other third-party product(s) which fail



- High resistance as a result of corroded terminals, poor crimps, or insufficient cable size
- A Battery that fails as a result of being used in a faulty electrical system
- A Battery that has been opened, modified or tampered with in any way.
- A Battery that was used for applications other than which it was designed and intended for, including repeated engine starting, or drawing more amps than the Battery is rated to continually discharge in its respective specifications
- A Battery that has not been charged at a minimum of once every six months (Batteries need to be charged periodically to maintain Battery cell health)
- A Battery that has been used in a commercial application where it is cycled to more than 80% depth of discharge repeatedly within 24-hour periods.

Batteries purchased from non-authorized dealers of ECO Battery carry no warranty.

The Limited Warranty does not cover failures that occur outside North America.

Service calls, towing, loss of time, inconvenience, and loss of use of the vehicle, lost wages, lost profits, or any other consequential or incidental damages are hereby specifically excluded from the Limited Warranty.

PRORATED BASIS, REGISTRATION REQUIRED FOR FULL TERM COVERAGE

Buyer must register their own Battery at <u>ecobattery.com/s/warranty-registration</u> in order to receive full warranty coverage. Any Battery not registered within 90-days from date of purchase shall be covered by the conditions of this Limited Warranty for a period of one (1) year from date of purchase shown on proof of purchase, and not the above referenced 8-year term.

All registered Batteries meeting the above Limited Warranty requirements shall be covered by a free credit, replacement or repair for a period of thirty-six (36) months from date of purchase. After the initial thirty-six (36) month period, all registered Batteries meeting the above Limited Warranty requirements shall be covered on a prorated basis beginning from the date of purchase.

Within the first thirty-six (36) months of the Warranty Period, subject to the exclusions listed above, if the Battery is determined to be defective in material or workmanship, Eco Battery will, at its own discretion, credit, replace or repair the Battery and/or parts of the Battery. After thirty- six (36) months, if the Battery is determined to be defective in material or workmanship,



Eco Battery will, at its own discretion, repair or replace the Battery on a prorated basis (as further described below), starting from date of purchase. After thirty-six (36) months, the Limited Warranty shall be prorated using the following formula: (original purchase price x months since original purchase) / 96 = buyer's payment for repair or replacement of the Battery. The following table will serve as an example of the application of the formula above and will help the buyer understand its financial responsibility for repairs or replacement of a Battery after the initial thirty-six (36) month period:

Original Purchase	Months Since Original	Total Warranty Term	Buyer's
Price	Purchase		Responsibility for
			Repair or
			Replacement
\$2,500	<36	96	\$0.00
\$2,500	46	96	\$1,198
\$2,500	61	96	\$1,589
\$2,500	79	96	\$2,057
\$2,500	93	96	\$2,422
\$2,500	>96	96	\$2,500

Buyer shall pay to Eco Battery the corresponding amount for which buyer is responsible, as provided using the formula above, for any requested repair or replacement after the first thirty-six (36) months of the Warranty Period.

Return Shipping

In the event buyer's Battery needs to be returned to Eco Battery for any reason, it must be shipped in a lithium ion UN approved shipping box. If buyer did not save the original packaging, Eco Battery will need to send buyer packaging to return the Battery. The cost of this service for batteries weighing up to 79 lbs. will be \$25 plus the actual shipping charges to the destination. For batteries weighing more than 79 lbs., buyer will need to contact Eco Battery for a box and shipping quote.

The cost of shipping and packaging to send the Battery to Eco Battery for warranty evaluation shall be the sole responsibility of the buyer. Any Battery deemed defective in material or workmanship shall, subject to buyer's election to have it repaired or replaced and buyer's payment of any amounts owed to ECO Battery as provided above, be repaired or replaced, and returned to the buyer with Eco Battery paying the cost of shipping.



Eco Battery recommends buyer fully insure any return shipment in case of loss or damage in transit. Buyer shall use a carrier that can provide buyer with tracking numbers and proof of delivery.

If buyer needs assistance with shipping a Battery to Eco Battery for warranty evaluation, Eco Battery may require a deposit of \$350 to cover the cost of return shipping and diagnosis. Any shipment which arrives damaged or without a Return Merchandise Authorization ("**RMA**") will be refused or held at the warehouse until buyer pays for return shipping or files an insurance claim.

LIMITED WARRANTY DISCLAIMER

This Limited Warranty is in lieu of, and Eco Battery disclaims and excludes, all other express warranties. Eco Battery further limits the duration of all, whether statutory, express or implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, to the Warranty Period. Eco Battery's exclusive liability for breach of any warranty on the Battery shall be to replace or repair the Battery in accordance with the terms of this Limited Warranty. In no event shall Eco Battery be liable for any loss or damages of any other kind, whether direct, incidental, consequential including lost profits, exemplary, special or otherwise, including any lost profits or removal, shipping, property damage, injury, or installation expenses.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, ECO BATTERY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE BATTERIES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

LEGAL RIGHTS

Some countries and/or states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to buyer. This Limited Warranty gives you, as the buyer, specific legal rights, which may vary from country to country and/or state to state. This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of Texas. This Limited Warranty is understood to be the exclusive agreement between Eco Battery and the buyer of a Battery relating to the subject matter hereof. No employee or representative of Eco Battery is authorized to make any warranty in addition to those made in this Limited Warranty.



NON-WARRANTY REPAIRS

If outside of the Warranty Period or for damage not covered under this Limited Warranty, Eco Battery, at its sole discretion, may offer to repair the Battery for a fee. Eco Battery will provide an estimate to repair and ship the Battery.

SUBMITTING A LIMITED WARRANTY CLAIM

To submit a Limited Warranty claim, please contact the original place of purchase, or visit ecobattery.com/s/warranty-claim. The Battery may be required to be shipped back to Eco Battery for further inspection.

A RMA must be obtained from Eco Battery before any Battery may be returned. Any Battery that arrives without a RMA will be refused and any and all shipping charges will be the sole responsibility of the buyer. The RMA must be clearly marked on the outside of the shipment, or it will be refused.

Once buyer has obtained a RMA, all warranty shipments should be shipped to:

Eco Battery - Warranty 335 S Commerce St, Hurricane UT 84737 877-326-2288