

## **Limited Warranty for Energy Kart Lithium-ion/phosphate premium Battery Module**

1. Scope of Limited Warranty Coverage: This warranty applies to all lithium ion/phosphate battery modules.

Warranty is extended to the original end-user purchaser, and when the Product remains at its original installed location/condition, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Customer").

2. Limited Product Workmanship Warranty. Energy Kart warrants the Product to be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending 3 years for lithium ion premium battery packs and 1 year (+2 year non-cell replacing warranty) for lithium-phosphate premium battery packs from the date of Product purchase by the first Customer or an distance travelled of 4000km for Li-fe and 15000km for Li-ion, whichever occurs first. This warranty will apply only if the product purchased with proper government taxation is registered within 60 days of the date of the first installation through Energy Kart warranty documents.

Following registration, Energy Kart will verify the serial number and will issue a Warranty Certification document. Any subsequent sale of the real property at which the Product is first installed shall not affect the warranty term. If the Product fails to conform to this warranty, as determined by Energy Kart in its sole and absolute discretion, Energy Kart will employ one of the following Limited Warranty Remedies as set forth in Section 3 below. This Limited Product Workmanship Warranty does not in any way address or relate to the Product's energy retention capacity.

3. Limited Warranty Remedies. Energy Kart, at its sole discretion, will take the following remedy.

a. Energy Kart will repair or replace the Product cells with new Product cells.

4. Limited Remedy Conditions. When one of the Limited Warranty Remedies is employed, the following conditions will apply:

a. The warranty remedy will end after one time use before the end of the warranty period.

b. The original warranty period will end and will not be extended, nor will a new warranty period begin, upon repair or replacement.

c. The first date of the Product's installation shall determine the start of the warranty period in the event of Energy Kart repairs or replaces.

d. The warranty remedy is applicable to the Product only and does not apply to any other system components or parts.

e. Product removal, packaging, reinstallation, and related costs and fees are excluded from these limited warranties.

5. Limited Warranty Exclusions. The warranties above in Sections 2 and 3 are void and do not apply under the following:

a. Products sold and/or installed outside India, are not covered by the warranties in Sections 2 and 3 above.

- b. Battery modules designed for parallel connection.
- c. Expiration of warranty, no evidence of purchase, or no proof of installation by a qualified licensed electrical contractor.
- d. Altered, removed, or illegible Product serial number(s).
- e. Any Product repaired by anyone other than Energy Kart.
- f. Cosmetic variations, stains or scratches that do not affect energy retention. Marine, recreation vehicle, or mobile installations of any kind.
- g. Installation in an outdoor location or an indoor location that does not provide a conditioned environment of 0°C to 50°C (32°F to 122°F).
- h. Improper applications.
- i. Damage due to lack of compliance with the instruction provided by Energy Kart, national or local codes, such as the National Electric Code, or any authority having jurisdiction.
- j. Damage due to insufficient ventilation of the Product.
- k. Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, direct contact with saltwater such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.
- l. Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
- m. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging or transportation.
- n. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, wet conditions, any impact or force or shock greater than set forth in the specifications.
- o. Damage from non-compatibility with, or defects in, system-related parts and components not otherwise supplied by Energy Kart or its agents or representatives.
- p. Damage to the surface exterior such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects such as, screws, bolts, nails, tools, system or structural components, sharp edges, constant rubbing, tree branches, etc.

6. Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. ENERGY KART HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON ENERGY KART'S PART,

UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY ENERGY KART. ENERGY KART SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR

DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL ENERGY KART BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON .

THE LIMITATIONS ON IMPLIED WARRANTIES DO NOT APPLY TO ANY PURCHASE OF PRODUCTS MADE FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

7. Severability. If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

8. Disputes. The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the date the Customer receives notice of ENERGY KART'S final decision on the Customer's warranty claim. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

9. Force Majeure. ENERGY KART shall not be held responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Product or the claim.