

WARRANTY STATEMENTS

Revision: 05 CY2020 OEM

The following Warranty Statements apply for specific OEM installations in which Lithionics Battery has been assured of the conditions of the installation will meet its requirements for climate, temperature, charging and discharging conditions via a blueprinted installation of our batteries and BMS. Pictures, certification and documentation of a professional installation is required from the customer to activate the warranty. All Charging Sources, Types and Settings require Lithionics Battery review and approval to activate your warranty. Such documents include a Lithionics Battery or customer-supplied wiring diagram or one that has been specifically approved by Lithionics Battery. To assist against mis-application of our batteries during installation, two new features are present in our system:

1. TIS or Temperature Intervention Sensors: the BMS is triggered when attempting to charge or discharge outside the specified operation temperature limits. This is an Underwriter Laboratory requirement.
2. MAX-CURR or Maximum Current: this is a BMS triggered event, a form of electronic, resetting “fuse” to protect against over-current charging or discharging of our systems.

These new features will greatly reduce installation or application errors.

The OEM is cautioned against misinterpretation of the Warranty, which covers manufacturing defects only. It is not a “guarantee of fitness for use” or life-cycle guarantee in the OEM’s application. The correct, safe and proper application and sizing of a battery system relative to the end-use installation shall remain the responsibility of the OEM. PLEASE NOTE: Lithionics Battery offers a Data-Logging hardware and software suite at low-cost to the OEM to facilitate the testing and qualification of our battery and BMS systems to ensure the operating conditions meet and do not exceed the published limitations of the internal cells, specifications of the pack-level battery and the specifications of the NeverDie® Standard or Advanced Series BMS and associated electronics.

PLEASE REVIEW THIS DOCUMENT CAREFULLY AND ENSURE YOUR UNDERSTANDING OF IT!

Section 1: External NeverDie® Battery Management System (BMS)

A. Lithionics Battery warrants each NeverDie®-branded BMS sold by Lithionics Battery or any of its authorized distributors or dealers in the United States and Canada to be free from defects in material and workmanship for a period of 5 years or 6,000 cycles. In the event that the NeverDie® BMS is not repairable, a new unit shall be offered for sale at a price prorated for benefit-of-use.

Not Covered by Any Warranty:

- Capacitive Inrush Currents and Transient Voltage. Please ensure your inverters, motor controllers, etc. have the proper pre-charge functions. If your hardware does not provide its own capacitor pre-charging, please inform Lithionics Battery and add our Advanced Series Pre-Charge Function hardware-software options.
- Use a current-limiting fuse or set your motor-controller to current-limit the discharge rates to prevent over “amp’ing” the battery.
- Inductive Kickback. If you suspect your system creates this type of transient voltage, please advise of this and features to control this will be added and qualified.

Section 2. Power Modules and Batteries with Internal NeverDie® BMS (The Lithionics Battery NeverDie® User Guide Provides Further Warranty Conditions for the Installation. Please Obtain a Copy.)

A. Lithionics Battery LLC ("Manufacturer") warrants each NeverDie® -branded batteries with a BMS sold by Lithionics Battery or any of its authorized distributors or dealers in the United States and Canada* ("Battery") to be free of defects in material and workmanship for a period of 5 years/60 months or a MINIMUM* of 2,000 full depth-of-discharge cycles**, prorated-for-benefit-of-use. This is based on the original date stamp (serial number) on the battery (see Note 1.) Within the Warranty period, subject to the exclusions listed below, Manufacturer will repair the Battery free of charge if replacement is necessary due to defects in material or workmanship. The customer is required to pay for the return-shipping costs for batteries suspected to have a manufacturing defect. In the event that a defect is

found, Lithionics Battery will pay for non-expedited return shipping costs only. Lithionics Battery will not reimburse the customer for the cost to ship the batteries from the using location to its location in Clearwater, Florida, USA. This Limited Warranty is limited to the original purchaser of the Battery, and is not transferable to any other person or entity. It is not valid if removed from the original installation and transferred to use in a different application or new installation.

*A discharge cycle is considered to valid if the capacity measured during the discharge cycle is within 70% of the SOIC or State-Of-Initial-Capacity. I.E., a 100 amp hour battery is deemed usable if its capacity is 70 usable amp hours up until the 2,000th cycle.

**Tracking Throughput Via the Bluetooth APP and SoC Gage

The BMS now reports Amp Hour Throughput to the user as follows:

-Example: a 600 amp hour battery will provide 2000 cycles or $600 \times 2000 = 1,200,000$ of Amp Hour Throughput or use.

-If the APP or SoC gage meters, say, 600,000 amp hours of T or Time, the battery has been used approximately half its life expectancy.

-A metered output that registers 1,200,000 amp-hours of energy through-put has reached is limit for coverage under warranty.

-Should a battery fail at, for example, 1,000,000 hours and it has been determined to be a manufacturing defect, the customer will receive a prorated credit toward a new battery for the 200,000 amp hours undelivered by the battery.

SECTION 3: BLUETOOTH TRANSMITTER PERFORMANCE

Our Bluetooth transmitter is considered a non-essential convenience item. Please note that Bluetooth may experience issues certain issues: devices may not connect, they may randomly disconnect, or run into interference from other devices.

-Internal BMS Batteries: As a result, Lithionics Battery is not able to offer warranty services on batteries with internally installed battery management systems as this would require costly shipping and battery disassembly far in excess of the value of the Bluetooth transmitter. Lithionics Battery reserves the right to offer a remedy via a pro-rated refund on the original cost of the Bluetooth transmitter only.

-For external battery management systems, the customer shall be entitled to a Bluetooth device exchange under warranty, however, the customer will be required to pay for shipping costs.

B. In the event that the battery cannot be re-built and the battery must be replaced by a new battery, a prorated credit shall be issued to the purchaser.

C. Warranty Validation Requirements:

1. The customer is required to show proof at the time of installation that the battery was installed per the approved Lithionics Battery wiring diagram. This may be done by the use of photographs.
2. The customer is required to confirm that it is operating the battery within specified and agreed-upon charging and discharging limits.
3. Warranties are not valid in the event that the customer chooses to use a non-approved charging method or algorithm. Be sure to get approvals in advance of your installation to prevent your warranty from being voided.
4. If the customer places the battery into storage, you must document that our Storage Procedures document was followed and voltages were recorded periodically to monitor natural self-discharge depletion of the battery and that occasional cycling took place during storage periods.

<https://lithionicsbattery.com/wp-content/uploads/2019/02/Lithionics-Battery-Storage-Procedure.pdf>

International Customers: Lithium Ion Batteries are Class 9 HazMat categorized products due to their high energy densities. Lithionics Battery shall not be responsible for shipping costs to return batteries that are 'suspected' to have a manufacturing defect. Our batteries are 100 percent load-tested and certified to meet our quality and advertised performance standards prior to shipping.

Notes:

1. The "In-Service" date matches the serial-number date-code of the battery, which is assigned to the battery on the date of shipment.
2. The Purchaser of Battery with a suspected defect condition are required to return the battery to Lithionics Battery in Clearwater, Florida, at Purchaser's

expense, for testing and analysis. If the Battery has been determined to have a manufacturing defect, Manufacturer will repair the battery and ship the battery to the Purchaser freight pre-paid. Batteries that are repaired due to damage caused by Purchaser shall be have the repair and shipping cost prepaid by the Purchaser prior to the return of the Battery.

3. Batteries that have had the serial number removed or the WARRANTY SEAL broken are not covered by any warranty.

NOT COVERED BY THIS LIMITED WARRANTY:

Manufacturer has no obligation under this Limited Warranty with respect to any defects or damage to the Battery arising from any abuse or mishandling of the Battery, or from any one or more of the following:

- Neglect, such damage from shipping, loose wiring, or rusted or corroded hardware including transient voltage/current events such as capacitive inrush or inductive kickback.
- Misapplied or improperly sized Battery for the application;
- Batteries exposed to excessive heat or cold temperatures;
- Batteries that are stored in winter freezing conditions;
- Batteries that have had the manufacturing date codes destroyed or tampered with;
- Breakage, freezing, explosion, fire, wreckage, overcharging, undercharging, over discharging, charging or installing in reverse polarity, improper maintenance, melted and or broken terminals, improper storage, immersion in water or any other fluid.
- Failure to properly install the Battery.
- Batteries that have been stored in an insufficiently-charged state and returned in an over-discharged state.
- Batteries that have been stored for more than 6 months without use.
- Batteries that have been charged by a non-approved charger.
- Lithionics Battery provides a warranty to the **original purchaser** that this battery is free of defects in material and workmanship for the number of months indicated for each battery. (See Attached) LITHIONICS BATTERY

WARRANTY IS LIMITED TO REPLACEMENT OF THE BATTERY ACCORDING TO THE TERMS AND CONDITIONS. LITHIONICS BATTERY WILL NOT BE RESPONSIBLE FOR ANY EXPENSES FOR INSTALLATION, TOWING, ELECTRICAL SYSTEM TESTS, CHARGING A BATTERY, LOSS OF TIME, OR OTHER EXPENSES WHICH WOULD BE CONSIDERED AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY DOES NOT COVER DAMAGE TO THE BATTERY CAUSED BY ABUSE OR NEGLIGENCE, A FAILURE TO KEEP THE BATTERY PROPERLY CHARGED OR MAINTAINED, FIRE, COLLISION, EXPLOSION, FREEZING, THEFT, OR OVERCHARGING.

- The warranty applies to the original purchaser of-record and is not transferable.
- This warranty shall be IN LIEU OF any other warranty, express or implied, including but not limited to, any implied warranty of MERCHANTABILITY or fitness for a particular purpose.
- Note: Some states do not allow limitations on how long an implied warranty lasts, or exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may have other legal rights, which may vary from state to state.

This limited Warranty does not cover Batteries sold by Manufacturer or any authorized distributor or dealer to third-party vehicle manufacturers. Please contact the vehicle manufacturer for warranty information regarding such Batteries.