

## **Warranty Valence battery systems**

### **Warranty**

Valence warrants that the U-Charge® power systems delivered hereunder shall be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of shipment from Valence's facility.

This warranty is offered exclusively to the original Purchaser and may not be transferred to any other party.

(i) If during the initial three (3) year period of the five (5) year warranty period: (i) Valence is notified promptly in writing upon discovery of any defect in the Valence power systems, including a detailed description of such defect; (ii) such U-Charge® power systems are returned to Valence (if so requested by Valence) in accordance with Valence's then current RMA procedures; and (iii) Valence's examination or the examination by Purchaser of such U-Charge® power systems discloses to Valence's satisfaction that such U-Charge® power systems are defective and such defects are not caused by accident, abuse, misuse, neglect, alteration, improper installation, repair or alteration by someone other than Valence, improper testing, or use contrary to any instructions issued by Valence; then within a reasonable time Valence shall (at its sole option) either replace with the same or equivalent model or credit Purchaser for such U-Charge® power systems or (ii) provide replacement parts for Purchaser to repair such U-Charge® power systems. Storage or operation of Valence power systems outside of the specifications provided by Valence, including but not limited to the voltage, current, temperature, and humidity parameters stated in the product's Data Sheet, shall void this warranty. Recognizing that all lithium ion batteries gradually and naturally lose charge capacity over time, Valence does not guarantee or warrant capacity retention of Valence power systems. Valence shall return any U-Charge® power system replaced under this warranty to Purchaser, transportation prepaid. The performance of this warranty does not extend the warranty period for any U-Charge® power system beyond the period applicable to the U-Charge® power system originally delivered. The foregoing warranty constitutes Valence's exclusive liability, and the exclusive remedy of Purchaser, for any breach of any warranty or other nonconformity of the U-Charge® power system covered by this acknowledgment.

(ii) If during the last two (2) year period of the five (5) year warranty period: (i) Valence is notified promptly in writing upon discovery of any defect in the Valence power systems, including a detailed description of such defect; (ii) such U-Charge® power systems are returned to Valence (if so requested by Valence) in accordance with Valence's then current RMA procedures; and (iii) Valence examination or the examination by Purchaser of such U-Charge® power systems discloses to Valence's satisfaction that such U-Charge® power systems are defective and such defects are not caused by accident, abuse, misuse, neglect, alteration, improper installation, repair or alteration by someone other than Valence, improper testing, or use contrary to any instructions issued by Valence; then within a reasonable time Valence shall (i) provide Purchaser with a credit totaling 1/60th of the original purchase price of the repair parts for each remaining month in such two year warranty term, which can be used toward the purchase of such repair parts for the U-Charge® power systems at the then prevailing price for such repair parts, or (ii) provide Purchaser with a credit totaling 1/60th of the original purchase price for each remaining month in such two year warranty term, which can be used toward the purchase of new replacement U-Charge® power systems at the then prevailing price for such U-Charge® power system.

### **Warranty and Conditions of Purchasing Accessories Manufactured by a Third Party**

Valence offers for sale a variety of accessories (contactors, fuses, chargers, wiring, etc.), some of which are not suitable for all systems and environments. The Customer (Purchaser) bears the ultimate responsibility for verifying that all accessories purchased are appropriate for a specific application. If an accessory manufactured by a third party fails, it is the sole responsibility of the purchaser to file a warranty claim with the manufacturer. Valence will make its best effort to

provide the manufacturer's contact info or the manufacturer's representative's contact info to the purchaser.

***Warranty term is provided on the provision that acceptable duty cycle information is available from Soios.***

The quoted amounts include:

- 36 months 100% warranty on all battery modules.
- 24 months pro-rated warranty on all battery modules.
- 24 months 100% warranty on all battery accessories manufactured by Valence
- Accessories manufactured by a third party such as contactors, fuses, cables, and chargers are covered by the manufacturers warranty.
- 12 month warranty on all cells from manufacturing defects.