

WARRANTY FOR THE ENERGENIE PRODUCT

Harris Battery Company, Inc. ("Harris Battery"), warrants:

To the installer, that prior to delivery to the original end user, the condition and capacity of the Harris Battery product has been maintained at a level equal to or greater than the specified capacity for the product to perform effectively upon use, and that if upon initial inspection, installation, charge-discharge-charge: the product has identifiable flaws in materials or workmanship that would impair the life or product performance, Harris Battery will repair or replace the product pursuant to the terms and conditions set forth herein.

The installer will:

- ✓ Upon Harris Battery written approval, return the product for examination, or
- ✓ Hold the product at the installer's / end user's site pending inspection by a Harris Battery representative and
- ✓ Follow Harris Battery instructions as may be set forth.

Harris Battery further warrants that if a product fails:

- A. Within the Warranty period listed BELOW - or a period listed in a valid and separate purchase/supply agreement –that the failed product will be repaired or replaced at no charge, including return transportation cost (except for applicable taxes and/or environmental levies). Transportation cost will be borne by the end user for the return of the product to h Harris Battery designated inspection site.
- B. Costs of replacement including but not limited to other equipment, travel or transportation expenses, labor and/or material expense shall be borne by the purchaser/user.
- C. Which causes such actions to be taken as to comply with a valid purchase/supply agreement, or the specific conditions set forth in the purchase invoice.

The repaired/replaced product will be warranted for the remaining unused portion of the original warranty. The original product or components will become the property of Harris Battery. The owner of the failed product will be responsible for delivery of the product to Harris Battery's nearest authorized representative as directed by Harris Battery. Adjustments will be made based on the original bill of sale, which must show the purchaser's personal or business and/or corporate name. If the original bill of sale cannot be produced, the Limited Warranty may, at Harris Battery's discretion, be calculated using the serial number, manufacturing date code or ship date code.

What is specifically not covered by this Limited Warranty?

- A. This limited warranty does not cover a product reaching its normal end of life which may occur prior to the end of the stated warranty period. Depending on the application, a product can reach its normal end of life and become “cycled-out” before the end of the warranty period. A product can only deliver a fixed amount of usable throughput energy over its lifetime and is considered to have reached its normal end of life if the application expends all its throughput energy, regardless of the time the product has been in service. Therefore, Harris Battery reserves the right to deny a warranty claim if it determines the product to be at its normal end of life, even if the claim is filed within the applicable warranty period. Cycled-out products do not represent a manufacturer’s defect. The decision on whether a battery has reached normal end of life will be made at Harris Battery’s sole discretion.
- B. This limited warranty does not cover any product that is damaged or destroyed because of one or more of the following:
1. Damage resulting from fire, wind, water, hail, lightning, earthquake, blunt force or other collision, explosion, vandalism, theft, penetration, and neglect.
 2. Overcharging, over-discharging, improper maintenance, allowing the product to remain in a prolonged discharged state or deeply discharged via a parasitic load.
 3. Pre-owned, and/or purchased through unauthorized Internet channels (e.g., auction sites and unauthorized mass e-commerce sellers/resellers).
 4. Any physical abuse or mishandling of the battery.
 5. Normal or accelerated deterioration in the electrical qualities due to operating or application conditions.
 6. Alterations, modifications, additions, or repairs made during the warranty period by anyone other than Harris Battery, its employees, agents, or subcontractors, unless written consent is first provided by Harris Battery.

GENERAL TERMS AND CONDITIONS

1. This Limited Warranty is void if the product is undersized for any application, which includes exceeding the maximum charge and discharge amp ratings or exceeding upper and lower operating voltage ratings.
2. This Limited Warranty is void if the product is subject to abuse, misuse, unauthorized alteration, removal, or destruction of the manufacturing code affixed to the product, or any other physical damage other than ordinary wear.

3. This limited warranty is void if the product reaches its rated throughput energy. Throughput energy is specified as the number of Kilowatts-hours (KWh) multiplied by its

rated cycle life, delivered by the product. Cycle life is the number of times the battery can be fully discharged and recharged during its useful life. A Cycle is referred to as a specified percent depth of discharge (DOD) of the rated available energy. Throughput energy is calculated as (rated kwh x rated cycles x percent of DOD).

4. This Limited Warranty is void if undersized connectors or cables are used. This includes melted product terminals. Proper torque specifications must be maintained.
5. This limited Warranty is void if the product is exposed directly to the elements, including but not limited to rain, snow, or any fluid of any kind, and direct sunlight.
6. This limited Warranty is void if the product is discharged below 10.8V. Harris Battery has the sole discretion to reinstate the limited warranty after evaluation of the product. Fees will apply.
7. This Limited Warranty is not transferable.
8. Product use must be discontinued upon discovery of any alleged failure or defect and installer must be notified immediately.
9. Warranty claims must be presented to Harris Battery within ten (10) business days of discovery of alleged failure or defect.
10. **EXCLUSION OF OTHER WARRANTIES: THE EXPRESS LIMITED WARRANTY DESCRIBED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SAID WARRANTIES BEING EXPRESSLY DISCLAIMED. NO WARRANTIES OR REPRESENTATIONS MADE AT ANY TIME BY ANY REPRESENTATIVE OR HARRIS BATTERY SHALL BE EFFECTIVE TO VARY OR EXTEND THE ABOVE REFERENCED EXPRESS LIMITED WARRANTIES OR OTHER TERMS HEREIN CONTAINED.**

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL HARRIS BATTERY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES RESULTING FROM, OR IN ANY MANNER RELATED TO, THE PRODUCTS COVERED HEREBY, THEIR DESIGN, USE, OR ANY INABILITY TO USE THE SAME, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR IN ANY MANNER RELATED TO, THE DELIVERY OF THE PRODUCTS OR ANY DELAY WITH RESPECT TO THEIR DELIVERY. THE BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECTIVE PRODUCT MANUFACTURED AND/OR DISTRIBUTED BY HARRIS BATTERY SHALL BE THE REPAIR, CORRECTION, OR REPLACEMENT OF THE PRODUCT OR COMPONENT THEREOF PURSUANT TO THE TERMS AND CONDITIONS OF HARRIS BATTERY'S LIMITED WARRANTY SET FORTH HEREIN. SHOULD THE PRODUCT PROVE SO DEFECTIVE AS TO PRECLUDE REMEDY BY REPAIR, CORRECTION, OR REPLACEMENT, THE BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REFUND OF THE PURCHASE PRICE UPON RETURN OF THE DEFECTIVE PRODUCT TO HARRIS BATTERY.

12. Any dispute by and between Harris Battery and installer shall be resolved by Arbitration pursuant to the Rules of the American Arbitration Association, which arbitration shall be conducted in Tuscarawas County, Ohio.

13. Warranty period commences at time of shipment.

ENERGENIE 12V-7.7	5 years full Repair or replace installer only
ENERGENIE 12V-10.2	5 years full Repair or Replace installer only