

## 3 YEAR LIMITED WARRANTY KiloVault® 2V 1000 XLC Battery

KiloVault, LLC, (“the Manufacturer”) warrants each KiloVault 2V 1000 XLC branded battery (“the Product”), as listed below, sold by the Manufacturer or any of its authorized distributors or dealers after March 1, 2021, to be free of defects for the period as listed in the table below (“the Warranty Period”), commencing from the date stamped on each product. Within the Warranty Period, subject to the exclusions listed below, the Manufacturer will credit, replace or repair, if serviceable, the Product and/or parts of the Product, if the components in question are determined to be defective in material or workmanship. A Product will not be considered defective unless it fails to deliver 70% or less of its rated capacity during claimed warranty period, after fully charging. The Manufacturer must be notified immediately upon suspicion of any possible defects within 30 days after receiving batteries.

<b>Battery Model</b>	<b>Application</b>	<b>Total Warranty</b>
2V 1000 XLC	Cycling	3 Years (36 months)

### NON-TRANSFERABLE

This Limited Warranty is to the original purchaser of the Product and is not transferable to any other person or entity. Please contact the place of purchase regarding any warranty claim.

### WARRANTY EXCLUSIONS AND LIMITATIONS

The Manufacturer has no obligation under this Limited Warranty for Product subjected to the following conditions (including but not limited to):

- Damage caused during shipping or mishandling of the Product
- Damage due to improper installation; loose terminal connections, under-sized cabling, interconnect cables of non-equal lengths/voltage drops, incorrect connections (series and parallel) for desired voltage and amp-hour requirements, reverse polarity connections or insufficient space for airflow
- Environmental damage; inappropriate storage conditions as defined by the Manufacturer; exposure to extreme hot or cold temperatures, fire or freezing, or water damage
- Damage caused during operation; by collision, over-charging or over-discharging the Product as defined by the Manufacturer
- Damage caused by lightning, fire, water or Acts of God
- Damage due to improper maintenance; under- or over-charging the Product, lack of cleaning resulting in corroded terminal connections or build-up of dirt, debris, organic matter, fossil fuels or chemicals on the Product casing
- Product that has been opened, modified or tampered with
- Tampering or removal of manufacture codes
- Product that was used for applications other than which it was designed and intended for

- Product that was under-sized for the application
- Product not charged to exactly equal state-of-charges before commissioning
- Product used with charging or discharging devices that exceed the continuous current rating for which it was designed for
- Any other make/model shall not be in the same battery bank as the Product
- Product not stored in adherence to the Manufacturer's storage guidelines
- Product used without appropriate overcurrent protection
- Incidental or consequential damage caused by other components of the power system Including but not limited to inverters, charge controllers, breakers, bypass switches, fuses, etc.
- Product that is outside operating temperatures: Average temperature exceeding 77F (25C), or temperatures in excess of 113F (45C) for any length of time, or temperatures in excess of 86F (30C) for more than a 30-day period. Operation with temperature variation more than 5F (2.78C) between cells.
- Routine or daily discharge of more than 50% of capacity
- Failure to charge within 48 hours of discharge
- If product is stored above or below 77F (25C), product must be given a top-off charge before dropping below 2.05 volts per cell, or after six (6) months of storage – whichever occurs first. Product(s) should be given a top-off charge before final installation.

This Limited Warranty does not cover a Product that has reached its normal end of life due to usage which may occur prior to the Warranty Period. A battery can deliver only a fixed amount of Energy over its life which will occur over different periods of time depending on the application. The Manufacturer reserves the right to deny a warranty claim if the Product is determined, upon inspection, to be at its normal end of life even if within the Warranty Period.

The Limited Warranty also does not cover a Product and its use with software applications, provided by the manufacturer or otherwise.

THE MANUFACTURER ALSO EXPRESSLY LIMITS ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACE IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. ANY AND ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR THE MANUFACTURER'S PRODUCT(S) NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **WARRANTY DISCLAIMER**

This limited warranty is in lieu of, and manufacturer disclaims and excludes, all other express warranties. Manufacturer 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. Manufacturer's exclusive liability for breach of any warranty on the Battery shall be to replace the Battery within the warranty period in accordance with the terms of this limited warranty. In no event shall Manufacturer 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, or installation expenses.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, KILOVAULT MAKES NO WARRANTY EXPRESSED OR IMPLIED, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY KILOVAULT AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF ANY ORDER PURSUANT TO THIS QUOTATION. KILOVAULT WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE ITS GOODS FOR ANY PURPOSE WHATSOEVER. KILOVAULT MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE GOODS CLAIMED TO BE DEFECTIVE OR UNSUITABLE.

Products will be considered accepted by customer unless written notice to the contrary is given to Manufacturer within ten (10) days of such delivery to customer. The Manufacturer is not responsible for loss or damage to products owned by customer and located on KiloVault's premises caused by fire or other casualties beyond the Manufacturer's control. This warranty is in lieu of all other warranties expressed or implied.

### **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 you. This warranty gives you specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of Massachusetts. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this agreement.

### **NON-KILOVAULT WARRANTIES**

This Limited Warranty does not cover Product sold by the Manufacturer or any authorized distributor or dealer to an Original Equipment Manufacturer ("OEM"). Please contact the OEM directly for warranty claims regarding such Product.

### **SUBMITTING A WARRANTY CLAIM**

To submit a warranty claim, please contact the original place of purchase. The Product may be required to be shipped back to the Manufacturer for further inspection. The Product must be shipped in compliance with UN38.3. Please note that DOT requires all persons shipping batteries to be Hazmat certified.

Purchasers must prepay all delivery costs or shipping charges to return any defective KiloVault PLC series battery under this warranty policy. Except for the warranty that the products are made in accordance with, the specifications therefore supplied or agreed to by customer.

\*\*For purchases outside the US/Canada, purchasers must also pay for shipping back to the original point of installation.

Periodic inspection records must be kept and sent in with warranty claims. At least once every 6 months, the user shall complete an inspection report recording readings, and record information of surface temperatures, charging/discharging profile, and internal ohm reading of each Product under fully charged conditions.

To receive in-warranty service, the defective product must be received no later than two (2) weeks after the end of the warranty period.

### **TECHNICAL SUPPORT**

If you have technical questions about the Product, please contact the place of purchase.