

## Battery Limited Warranty Policy

Hitachi Chemical Energy Technology (Americas) Co., Ltd. conditionally warrants to PURCHASER of the Products namely the large HRL, XHRL and XPL product series (HRL12150WFR, HRL12200WFR, HRL12280WFR, HRL12330WFR, HRL12390WFR, HRL12500WFR, HRL12540WFR, XHRL12245WFR, XHRL12360WFR, XHRL12410WFR, XHRL12475WFR, XHRL12620WFR, XPL2200FR, XPL2700FR, XPL3500FR, XPL4200FR, XPL4700FR, XPL5700FR, and XPL6700FR), that the Product, as delivered to North America (Canada and United States of America): (i) is free from defects in material, workmanship and title; (ii) conforms to Hitachi Chemical Energy Technology (Americas) Co., Ltd.'s published or designated specifications for the Product's physical characteristics, operating parameters and performance ("the Specifications"), and (iii) should PURCHASER discover and report any defects or nonconformities in the Product to Hitachi Chemical Energy Technology (Americas) Co., Ltd. within a 36 months, Hitachi Chemical Energy Technology (Americas) Co., Ltd., upon satisfactory investigation of PURCHASER's claim, shall correct such defect or nonconformity either, at its sole option, (i) by repairing any defective or damaged part or parts of the Products; (ii) making available FOB PURCHASER's facility, a replacement Product or any necessary repaired or replacement parts; or (iii) providing a credit to PURCHASER in the amount of the purchase price of the Product, each exclusive of any labor, installation, transportation, service or test related costs or charges ("the Warranty").

Upon return by PURCHASER under the Warranty, all defective or nonconforming Products that are replaced by Hitachi Chemical Energy Technology (Americas) Co., Ltd. shall become the property of Hitachi Chemical Energy Technology (Americas) Co., Ltd.

The Warranty is subject to the following conditions:

1. The Product must have been installed, charged, discharged, stored, used and maintained in accordance with Hitachi Chemical Energy Technology (Americas) Co., Ltd.'s current printed instructions and the Specifications.
2. The Warranty Period for any Product which has been installed in an environment where the temperature exceeds 25°C (77°F) shall be proportionately reduced by fifty percent (50%) for every 8°C increase in temperature above 25°C (77°F). Operation or storage of the Product for a length of time in environment having a temperature above 50°C will void the warranty.
3. The Warranty shall be void for any Product to the extent that the depth and number of discharges exceed any of the following:

Confidential-DOC-1702-HCEN-AM

4008 Clay Ave #210, Haltom City, TX 76117, U.S.A

Tel. +(817)-244-7777, Fax: +(817)-244-4445

Company website: <http://www.hitachi-chem-en.com/> Product website: [www.HCEN-battery.com/](http://www.HCEN-battery.com/)

- a) 225 Cycles during the Warranty Period with a 30% discharge depth;
- b) 185 Cycles during the Warranty Period with a 50% discharge depth; or
- c) 100 Cycles during the Warranty Period with a 100% discharge depth.

The amount of cycling the batteries have been subjected to will be determined by a teardown analysis of the batteries in question.

4. A Product will not be considered defective or nonconforming if it has delivered at least eighty percent (80%) of its rated capacity during the Warranty Period. This will be determined by recharging the battery for 48 hours, then discharging and measuring the amount of Ah used versus the Ah capacity of the battery.
5. Product must be of proper capacity and size for the intended applications.
6. The Product has not been subjected to misuse, abuse, or physical damage.
7. PURCHASER has promptly notified Hitachi Chemical Energy Technology (Americas) Co., Ltd. of any defects or nonconformities and cooperated with Hitachi Chemical Energy Technology (Americas) Co., Ltd. by making the Product available for assessment and/or repair by Hitachi Chemical Energy Technology (Americas) Co., Ltd..
8. It shall not be deemed necessary for defective or nonconforming Products to be returned to the Hitachi Chemical Technology (Americas) Co., Ltd. for credit if the quantity involved is  $\leq 4$  units. However, the claim must be accompanied by a LDI report containing the relevant readings and details of the failure. Quantities of  $> 4$  units must be returned for Hitachi Chemical Energy Technology (Americas) Co., Ltd. to determine the failure mode.
9. Upon request of Hitachi Chemical Energy Technology (Americas) Co., Ltd., PURCHASER shall have promptly returned to Hitachi Chemical Energy Technology (Americas) Co., Ltd., FOB shipping point-freight prepaid, any Product believed to be defective or nonconforming. PURCHASER must request and receive from Hitachi Chemical Energy Technology (Americas) Co., Ltd. a Return Material Authorization (RMA) for any Product believed to be defective or nonconforming prior to returning such Product to Hitachi Chemical Energy Technology (Americas) Co., Ltd..
9. The Warranty shall be enforceable by PURCHASER of the Products.
10. The Warranty shall be rendered void if the Product is serviced by any party other than a representative from one of PURCHASER's authorized Service Centers or a party which PURCHASER's Service Department has pre-approved in writing or if Product has not been serviced per PURCHASER's instructions.

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11. The warranty will be void if a UPS battery is used in a non-UPS application, or a Telecom battery is used in a non-Telecom application.
12. The warranty will be void if the Product becomes unserviceable due to fire, wreckage, neglect, freezing, abuse, any act of God, the use of battery additions.
13. Hitachi Chemical Energy Technology (Americas) Co., Ltd. makes no warranty and shall have no obligation for any damage to the Product caused by or resulting from abuse, misuse, neglect or any unauthorized repairs, maintenance or alterations of the Product.

The preceding paragraphs set forth the exclusive remedies of PURCHASER for all claims based on a defect in or nonconformity of the Product, whether the defect or nonconformity arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence and strict liability), or otherwise.

**HITACHI CHEMICAL ENERGY TECHNOLOGY (AMERICAS) CO., LTD. BATTERY'S LIABILITY FOR ANY BREACH OF THE WARRANTY IS LIMITED AS SET FORTH IN THE WARRANTY. THE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**UNDER NO CIRCUMSTANCES SHALL HITACHI CHEMICAL ENERGY TECHNOLOGY (AMERICAS) CO., LTD. BATTERY BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR GOODWILL.**