

## LiFePO4 Modular Storage Limited Warranty

POWERSYNC Energy Solutions LLC (“POWERSYNC”) warrants, to the original purchaser (“User”), that its stationary lithium batteries (“Battery(ies)”) listed in the table below, if purchased from POWERSYNC or an authorized distributor, dealer or installer in the United States and Canada and used in renewable energy storage or backup power applications will be free from defects in material and/or workmanship from the date of purchase and for the duration listed in the table below (“Warranty Period”).

MODEL	FULL REPAIR / REPLACEMENT PERIOD	PRORATED PERIOD	TOTAL WARRANTY PERIOD
LFP3250-LV512100 LFP3250-LV480100 LFP3250-LV256200 LFP3250-LV128400	5 Year	10 Years	15 Years

### CONDITIONS

- 5 years from the date of purchase by the User (“Full Repair/Replacement Period”), Batteries are warranted against defects in material and/or workmanship and conform to POWERSYNC’s LFP-LV Product Manual, published design, mechanical, environmental, performance specifications and instructions. A Battery will not be considered defective unless it fails to retain seventy percent (70%) of the stated nominal capacity when tested in accordance with POWERSYNC’s approved testing procedures. Within the Full Repair/Replacement Period, POWERSYNC, at its discretion, will repair or replace a Battery at POWERSYNC’s expense, subject to the terms, conditions, exclusions and limitations herein.
- Should a Battery fail to retain seventy percent (70%) of the stated nominal capacity after the Full Repair/Replacement Period but before 180 months from the date of purchase, (the “Prorated Period”) and tested in accordance with POWERSYNC’s approved testing procedures, POWERSYNC, at its discretion, will repair or replace Battery at POWERSYNC’s expense, or provide a credit towards the purchase of another POWERSYNC Battery of equal or greater capacity, for the amount received from the original purchase price of the Battery, divided by the Warranty Period (in months) and multiplied by the months used in the warranty.

$$\text{Prorated Credit} = ((\text{Original Purchase Price}) \div (\text{Warranty Period in Months})) \times (\text{Months Used})$$

Prorated Credit Example at 7 years, 6 Months:  $(\$3,200 \div 180) \times 90 = \$1,600$

- Repair or replacement of the Battery under this warranty does not extend the Warranty Period.
- Battery must be used, stored, charged, discharged, maintained and serviced in strict accordance with all instructions provided by POWERSYNC, including, but not limited to the POWERSYNC LFP-LV Product Manual, published design, mechanical, environmental and performance specifications.
- This warranty will be void with respect to any Battery that has undergone or experienced unauthorized repair or modification or that POWERSYNC determines damage, neglect, abuse or becomes unserviceable due to fire, flood, lightning and any other act of God or is otherwise not used, maintained or serviced in conformity with the POWERSYNC LFP-LV Product Manual, published design, mechanical, environmental, performance specifications and instructions.
- To initiate a warranty claim, within this limited warranty, contact your authorized distributor, dealer or installer in the United States and Canada. Proof of purchase will be required. If the Battery needs inspection, the Battery must be returned, at the User’s expense, in accordance with the applicable federal and state department of transportation requirements. Receipt of the Battery does not indicate acceptance of the warranty claim.

7. WITHOUT THE INVOLVEMENT OF POWERSYNC IN SYSTEM DESIGN AND POWERSYNC'S EXPRESS WRITTEN AUTHORIZATION, BATTERIES ARE NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE SUPPORT SYSTEMS OR OTHER MEDICAL EQUIPMENT, OR ANY USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN THIS MANNER IS AT PURCHASER'S OR END USER'S OWN RISK. TO THE EXTENT PERMITTED BY LAW, POWERSYNC DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE. FURTHER, POWERSYNC RESERVES THE RIGHT TO REFUSE TO SERVICE ANY BATTERY USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF POWERSYNC'S REFUSAL TO SERVICE.
8. POWERSYNC SHALL NOT BE LIABLE FOR, AND USER SHALL INDEMNIFY AND SAVE POWERSYNC HARMLESS FROM, ANY CLAIMS AND LIABILITIES ARISING OUT OF THE USE, MAINTENANCE, TRANSPORTATION OR INSTALLATION OF ANY BATTERIES WARRANTED HEREUNDER. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE USER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE PRODUCTS FOR USER'S INTENDED PURPOSE AND IN USER'S SPECIFIC APPLICATION. IN NO EVENT SHALL POWERSYNC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

## EXCLUSIONS AND LIMITATIONS

The following limitations and exclusions apply to this warranty:

- insufficient ventilation
- installation with other makes/models
- normal wear and tear
- excessive vibration
- accidents or abuse
- damage from shipping and/or transportation
- environmental exposure causing corrosion and/or discoloration
- water damage of any kind
- external influences including but not limited to physical or electrical stress, power failure surges, inrush current, system harmonics etc.
- damage caused by other components including but not limited to inverters, chargers, charge controllers, breakers, switches, fuses, enclosures etc.
- manufacturing date codes, safety certification numbers or serial and tracking numbers are destroyed or altered