

LITHIONICS BATTERY, LLC LIMITED WARRANTY APPLICABLE TO CERTIFIED REFURBISHED BATTERIES

Only Warranty

This Limited Warranty ("Warranty") is the sole and exclusive warranty applicable to Lithionics Certified Refurbished Batteries ("Lithionics RFX" or the "Product") manufactured by Lithionics Battery, LLC ("Lithionics") that is made or authorized by Lithionics. This warranty provides only the coverage identified herein and is and is non-transferable.

Basic Coverage

Lithionics promises that any Product found to be defective in materials or workmanship, in Lithionics sole discretion, shall be repaired or replaced with a Product of equal value, in Lithionics' sole discretion.

Excluded from Basic Coverage

In order to receive coverage under this Warranty, Products must:

- Be installed by a licensed installer;
- Be used in accordance with any and all Lithionics' published instructions and recommendations;
- Not be misused, improperly operated, maintained or stored, neglected, repaired or altered by anyone other than Lithionics, involved in any accident, or damaged by circumstances beyond Lithionics' control, each in Lithionics' sole discretion;
- Be immediately addressed in the event of any issue and consumers must mitigate any loss to the extent they are able;
- Be validated by proof of purchase satisfactory to Lithionics.

Basic Coverage Period

Basic coverage begins on the date of sale of the Product. Basic coverage lasts for 3 years or 2,000 cycles (cycle is a full discharge and charge), whichever comes first.

Who May Obtain Warranty Repairs or Replacement Only the first owner of a Product during the Basic Coverage Period.

Obtaining Warranty Repair or Replacement – End User Obligations

To obtain warranty repairs or replacement, the end user must submit a ticket on Lithionics' support page, found at <https://lithionics.freshdesk.com/support/home>. You can navigate to this page by visiting Lithionics' website, clicking 'Contact Us', 'Technical Support', and 'Submit a Ticket'. End user is responsible for shipment of the Product to Lithionics and must provide Lithionics' with documentation, photographs, diagnostics, and other information, as requested by Lithionics and in Lithionics sole discretion. End user's refusal to participate by furnishing Lithionics with required documentation and information will void warranty coverage.

Limitation on Initiating a Claim and Venue

A claim for breach of this Warranty or an applicable implied warranty, regardless of whether such claim is based in contract, tort, or statute (including statute of limitations), must be initiated within one year from the date of the claimed breach or within three (3 months) from the expiration of the warranty, whichever is sooner. Any claim for breach of this

Warranty must be brought in Pinellas County, Florida and will be decided under Florida law without giving effect to any conflict of law rule that would result in application of the laws of a different jurisdiction. This Warranty will be construed in accordance with the laws of the State of Florida. The end user obligations described herein must be completed prior to initiating any action to seek legal or equitable remedies for breach of this Warranty or any implied warranty.

Sole and Exclusive Remedy/Damages Exclusion

The end user's sole and exclusive remedy in a proceeding for breach of this Warranty or any implied warranty is money damages in an amount equal to the reasonable costs to repair or replace the Product. Incidental or consequential damages, including but not limited to, lost profits, lost wages, loss of use, inconvenience, aggravation, towing or transport charges, are not recoverable from Lithionics for breach of this Warranty or an implied warranty under any circumstances. **Note:** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Attorneys' Fees

Any warranty claim asserted or brought in violation of this Warranty, or any claim brought against Lithionics, directly or indirectly, under which the end user or any other person or entity seeks to broaden the terms of the Warranty or under which the end user or any other person fails to successfully prevail on any issue or matter of any type or nature, shall entitle Lithionics to recover its costs, damages, and reasonable attorney's fees in connection with the same.

Changes in Design

Lithionics reserves the right to make changes in design of its products from time to time without notice and without obligation to make corresponding changes in its products previously manufactured.

No Responsibility For Seller or Installer Statements

Lithionics has no responsibility for seller or installer statements or conduct. Although authorized to sell and install Lithionics' Products, the seller and/or installer is an independent business. Lithionics does not own or control, and shall not be responsible for, or bound by, representations, misrepresentations, or assurances, made by seller and/or installer personnel or be liable for a seller and/or installer's illegal, fraudulent, or unethical business conduct. **NO SELLER OR INSTALLER IS AUTHORIZED TO MODIFY THIS WARRANTY OR MAKE A WARRANTY OR CREATE ANY OBLIGATION ON LITHIONICS' BEHALF.**

Questions

Contact Lithionics' customer care at 727-726-4204 or the address below if you have questions about this Warranty.

DISCLAIMER OF IMPLIED WARRANTIES

LITHIONICS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS,
AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**