

Limited Warranty for Lithium Batteries

This Limited Warranty applies to lithium batteries, including both LiFepo4 and NCM batteries ("product") provided by Polinovel.

Part 1 What does this Limited Warranty cover?

This Limited Warranty covers any defect in material and workmanship under normal use during the Warranty Period. This Limited Warranty is to the original purchaser of the products and is not transferable to any other person or entity.

Within the Warranty Period, Polinovel will repair or replace the products or parts of the product that are determined to be defective in material or workmanship under normal use and maintenance.

Part 2 What will we do to correct problems?

Polinovel will either repair or replace the Product or parts of the product at no charge, by using new products or parts.

Part 3 Warranty Period

Polinove provides THREE levels of Warranty Periods to give more support to enhance customers' competitiveness in market development.

| Product Type | Standard Warranty Period (Years) | Extended Warranty Period (Years) | Super Long Warranty Period (Years) |
|------------------------|-------------------------------------|----------------------------------|------------------------------------|
| Energy Storage Battery | 3 | 5 | 10 |
| Power Traction Battery | 2 | 3 | 5 |
| NCM Battery | 1 | 2 | 3 |
| Special Price Battery | 1 | 2 | 3 |

After Warranty Period, for any failure, if the Product is reasonably repairable as determined by Polinovel, it will be repaired at basic material cost and returned to you, and freight at your side. If it is not deemed repairable by Polinovel, Polinovel will offer you a new, similar replacement battery at a 10% discount on the concurrent price listed on the latest price list of Polinovel. The replacement offer will only be valid for 30 days.

Part 4 What does this Limited Warranty not cover?

Each of the products has a built-in battery management system (BMS) designed to cut off power to prevent damage to the cells or electronics if it senses any of the following conditions: Over-charge or over-discharge, over-voltage, under-voltage, over-current while charging or discharging, and under or over temperature. The

user is responsible to manage battery use so the BMS protection system is not operating as a regulator controlled by the above-mentioned protective functions. Damage caused by repetitive BMS protection cycling is considered abuse and is not covered.

This Limited Warranty does not cover Products failure related to damages caused by abuse or negligence, tampering, non-adherence to Polinovel guidelines, or from any of the following: Damage from shipping, Loose terminal bolts, Corroded hardware, Failure to properly install and connect the battery, Failure to properly charge and maintain the battery, Breakage or damage from collision, fire, freezing, damage from extreme heat or cold, improper storage, reverse polarity connection, short circuit of the battery terminals or water damage.

This Limited Warranty does not cover repair, maintenance, and adjustment to the Product required for reasons of neglect, misuse, accident, modification without the prior written approval of Polinovel, improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, failure of lightning, fire, or acts of God.

This Limited Warranty does not cover worn-out batteries. It is possible to use up the battery life prior to the end of the Warranty Period by using the LiFePo4 battery for 2 cycles per day or the NCM battery for 1.5 cycles per day. A worn-out battery will have less than 60% remaining capacity.

This Limited Warranty does not cover the shipping cost to and from Polinovel unless Polinovel is contacted within 60 days after the Buyer receives the Product.

This Limited Warranty does not cover the shipping cost to and from Polinovel during the first 60 days for any address outside the states Polinovel first delivers the Product according to the order.

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

Part 5 Warranty Disclaimer

Polinovel makes no representations or warranties regarding the Product other than those expressly stated in this Limited Warranty. The foregoing Limited Warranties are exclusive and in lieu of all other express and implied warranties whatsoever. Polinovel specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. To the fullest extent that damages may be disclaimed by law, Polinovel shall not be liable, whether in contract or tort (including negligence and strict liability), for any damages in excess of the Product's purchase price or for any indirect, incidental, special, or consequential damages of any kind, or any loss of revenue, profits, business, information, data, or any other financial loss arising out of or in connection with the user inability to use the Product.

Part 6 Legal Rights

Some countries and/or states do not allow limitations 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 China. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No

employee or representative of Polinovel is authorized to make any warranty in addition to those made in this agreement.

If you have any questions regarding the warranty, please feel free to contact Polinovel.

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