

## Product Limited Warrantee Agreement

Party A: **ShenZhen UFO Power Technology Company LTD**

Party B: **Powertech**

Party A provides Lithium Iron Phosphate battery U-P48100 battery pack 3097 and 3101 spec and U-P4850 3100spec, Based on mutual benefit, faithfulness cooperation and continuous development together, both parties agree to reach the following agreement on warrantee policy:

1. Technical specification:

- A) Normal working temperature range: 0°C~45°C(charge), -10°C~50°C(discharge), Relative Humidity: 60±25% RH;
- B) Electrical and safety performance: according to the specification provided by Party A;
- C) Position: battery pack could not be put upside down for long time;
- D) For more details, check the technical specifications provided by UFO.

2. Storage conditions:

- A) Maximum Humidity: 85% RH; Temperature should be lower than 35°C for less than 3 months storage and 25°C for less than one year storage; Battery pack should not be put under the sun directly; and battery pack should be at least 2 meters away from the heating system; battery should not be upside down during storage;
- B) Party A provides the battery pack around 30-50% SOC, Party B has to storage the battery at 30-50% SOC and Party B needs to charge the battery once every three months. Please follow up the standard charge/discharge method to activate the battery pack prior to use.

3. Warranty policy and warranty period:

UFO warrants the battery for storage system against defective workmanship and materials for the period specified below after battery is shipped from UFO.

A) **Warranty Period:**

From the date of shipment, UFO warrants that the Product will be free of defects caused by improper workmanship or defective materials.

This warranty commences the period of Five (5) years.

(Warranty Period) subject to the below conditions, This warranty does not include any accessories and tool kit items provided with the Product.

UFO will repair or replace the Product if the Product is defective and returned during the Warranty Period.

**B) Conditions:**

- a) The battery selected by Party B must be of the correct size, design, and capacity for the intended application. Failure to do this will invalidate the warranty.
- b) The battery should be installed and operated at a temperature not exceeding the batteries design limits as published in the specification sheet issued at that time. Party B has the liability to inform its customers to use the battery correctly as Party A's instruction/ specification/ user guide/ trouble shooting manual etc.
- c) The batteries should be paired with a suitable designated charger for lithium iron phosphate batteries. Incorrect selection of charger and/or failure to follow the correct charging regimen will void the warranty.
- d) Battery annual maintenance records must be kept manually or electronically and made available as part of any warranty claim. The failure to keep such records will nullify the warranty.
- e) Party B agrees to make accessible the batteries under warranty to UFO or its authorized representative for inspection at reasonable hours and time intervals.
- f) The warranty shall be voided if the battery becomes unserviceable due to: fire, freezing, abuse, neglect, repair, alteration or modification or any act of God.
- g) Party B and its customers should not disassemble the battery packs without Party A's authorization. Party A would be free of the liability of warranty if the battery packs were disassembled.
- h) Installation of the batteries must be performed by suitably qualified technicians and in accordance with proven acceptable practices or the warranty will be voided.
- i) Party A needs the information to set up/revise its BMS parameters. If there is any change, it should be after the confirmation by both parties
- j) working temperature: 0°C~45 charging and -10°C~45 discharging.



**C) Claims:**

- a) Contact the battery manufacturer for instructions.
- b) Request of return authorization, no returns will be credited without an authorization.
- c) In the case of returned product the batteries must be packed with sufficient padding and in the appropriate cartons to eliminate the risk of damage in transit.
- d) The battery must only be returned in compliance with the transport and packaging regulations ruling at that time. Failure to do this may result in the carrier refusing the shipment
- e) Incorrectly identifying the content of such packages is illegal and the shipment could possibly be subject to substantial fines and confiscation of the goods in accordance with Chinese laws
- f) UFO has the option to credit or replace products deemed defective and under warranty.
- g) During the warranty period, Party B will be responsible for gathering the defective battery packs at its own cost. Party A decides whether return the defective battery or just ask Party B to handle them as per local law or regulation for disposal or recycling. If party A decided to ship them back (Usually Party A will ask Party B to stock them till they can be full container load or whole pallet), Party B will return the defective packs to the place named by Party A. Party B bear the cost of disposal and warehousing. The shipping cost for returning defective packs from Party B to Party A and the shipping cost by returning the replacement pack will be borne by Party A.
- h) The dispute, controversy or claim referred to arbitration shall be decided in accordance with Chinese Law.
- i) The above warranty is in line of and not limited to all other remedies including negligence and breach of contract.

**4. Incoming inspection**

- A) The shipping cartons should be suitable for oversea shipment. And if Party B found any damage of the cartons, Party B should inform Party A with photo by email within 5 days upon the receipt of the goods.
- B) Party B should do the incoming test according to Party A' specification/user guide/trouble shooting manual upon the receipt of the goods, If there is any unqualified items or disputes, Party B need to inform Party A within 5 days upon the receipt of the goods.
- C) The battery with slight appearance defection such as scratch, dusty, blotted etc. is

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acceptable and will be used as replacement battery.

- D) The replacement battery might be the one with lower capacity but the capacity will guarantee it can finish the warranty time of previous battery. When the warranty time of the previous battery finished, we can call back the replacement battery or just leave it to replace other defective battery to finish its warranty time.

5. The following cases is out of our free warranty

5.1 The battery case is damaged because of accidental collision, dropping and impact

5.2 The battery is damaged because operating temperature is exceed the working temperature in specification.

5.3 Improperly installation and operation of the battery lead the battery short-circuit, inversed connection which damaged the battery

5.4 The battery is damaged by soaking of water

5.5 The battery stored and haven't charged for 6 months, and result in damage of over-discharging.

5.6 Without our consent, the user privately dismantle, re-assemble, adjust the battery leads the damage.

5.7 The force majeure disaster, such as earth quake, flood, debris flow, etc. leads the battery damaged.

5.8 Inverter or charger failure;

5.9 Transportation, including but not limited by dropping, trampling, deforming, impacting, or spearing with a sharp item;

6.0 any attempt to extend or reduce the life of the product without written confirmation from UFO, whether by physical means, programming or others;

6.1 The Product has been connected with different type battery modules;

6.2 Failure to install, operate or maintain the product in accordance with the Product Instructions;

6.3 Theft or vandalism of the Product or any of its components.

On behalf of

on behalf of

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_