**ICCNexergy & Alco Sales & Service Co.**

**U1LiFe Series U1-40, 12V, 40Ah Battery**

**Warranty Information**

**LIMITED WARRANTY**

ICCN/Alco represents and warrants that to Buyer (and not to any subsequent buyer, customer of Buyer or end-user) (a) it has the right to convey good title to the products sold hereunder and, upon Buyer’s full payment therefor to Alco, Buyer shall have good title in and to such products; (b) each U1 LiFe Battery will deliver 70% or more of its advertised capacity (in Ampere-hours ("Ah")) as determined by ICCN as described below, during the period of thirty-six (36) months following Seller's shipment of the U1 LiFe Battery or until the occurrence of a Warranty Voiding Event (as defined below), whichever occurs first; and (c) ALL PRODUCTS MANUFACTURED BY ICCN/Alco AND SOLD HEREUNDER TO ORIGINAL BUYER ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP OCCURRING UNDER NORMAL USE FOR A PERIOD LIMITED TO ONE YEAR FROM DATE OF DELIVERY, PROVIDED THERE HAS BEEN NORMAL HANDLING IN TRANSIT AND NO IMPROPER HANDLING BY BUYER. This limited warranty does not apply to any product misused, abused, altered or used other than as set forth in the product’s operating instructions or to products improperly stored. The conditions of any tests by Buyer on products shall be mutually agreed upon, and ICCN/Alco shall be notified of, and may be represented at, all tests. EXCEPT FOR TITLE TO PRODUCTS, ICCN/Alco MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS DISTRIBUTED BUT NOT MANUFACTURED BY ICCN/Alco, INCLUDING BUT NOT LIMITED TO BATTERY CELLS, AND DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ANY PRODUCTS NOT MANUFACTURED BY ICCN/Alco. Seller makes no warranty to any subsequent buyer, customer of Buyer or end-user. Seller shall have no obligation to compensate Buyer for any warranty service provided by Buyer to its customers or other end-user.

**VOIDING OF WARRANTIES, SCOPE OF WARRANTIES**

The warranty applicable to each U1 LiFe Battery shall expire on the earlier of (a) thirty-six (36) months after the date of shipment of such U1 LiFe Battery by ICCN/Alco, or (b) the occurrence of any Warranty Voiding Event. Each of the following is a “Warranty Voiding Event”: (i) if Buyer transports, handles, stores, assembles, or uses, incorporates, integrates or includes the products into or as part of Buyer’s product or products in any improper manner or in a manner other than in accordance with best manufacturing practices (including, without limitation, causing electrostatic discharge contamination), or fails to have properly trained personnel with respect to the transportation, handling, storage, assembly, usage, incorporation, integration or inclusion of ICCN/Alco products; (ii) use or operation of the battery that does not comply with the specifications or recommendations set forth in the U1 LiFe User Guide; (iii) more than 2,000 complete discharge cycles (or the equivalent partial discharge cycles) are logged on the battery’s data logger (for the purpose of determining whether this Warranty Voiding Event has occurred, partial discharge cycles shall be counted, aggregated and included in the number of complete discharge cycles to arrive at an equivalent number of complete discharge cycles); (iv) the voltage across the battery terminals exceeds 14.7 Volts and falls below 10 Volts; (v) the charge current applied to the battery terminals exceeds 20 Amperes; (vi) storing the battery (charged or uncharged) for six continuous months; (vii) charging and discharging the battery at temperatures less than 0°C or more than 45°C. h. Storing the battery at temperatures of less than -20°C or more than 60°C; (viii) the presence of water, liquids, or any other foreign substance within the

battery enclosure; (ix) the SMBus communication interface or data logging functions of the battery are modified, tampered with, made non-functional, electrically or physically altered after shipment by ICCN/Alco. ICCN/Alco may read the data from the data logger of the returned U1 LiFe Battery to determine whether a Warranty Voiding Event has occurred. The warranty will be void and Seller will have no obligation under the warranty if (a) the SMBus communication interface in the U1 LiFe Battery or the data logging function in the U1 LiFe Battery have been tampered with or modified, or (b) ICCN/Alco is unable to extract from the U1 LiFe Battery the data needed to determine whether a Warranty Voiding Event has occurred. The warranties set forth herein shall not apply to any products which must be replaced or fail because of Buyer’s negligence or misuse or which have been modified in any way by Buyer without the express written authorization of ICCN/Alco. Unless otherwise agreed to in writing, the duration of any of the warranties set forth in these terms and conditions of sale shall not be extended, and any repair, replacement, and time necessary to repair or replace any product shall not extend any time period of any warranty. Any warranty is extended to Buyer only and may not be transferred, assigned, extended or granted in any way to any other person or entity, including without limitation, to Buyer’s customer. Buyer acknowledges and agrees that ICCN/Alco products which are Safety Units and/or Battery Management Units are designed only to measure over voltage, under voltage and over current according to ICCN/Alco specifications applicable to the specific product, and that these products are not intended to address continuous charging conditions.

**NO OTHER WARRANTIES**

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES FOR THE PRODUCTS, IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY (INCLUDING, IF ANY, CONTAINED IN ANY BROCHURE, SALES LITERATURE OR SAMPLE). ICCN EXPRESSLY DISCLAIMS IN ALL RESPECTS AND FOR ALL PURPOSES ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF EVERY TYPE AND KIND IN CONNECTION WITH THIS SALE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. Any production or performance estimates described herein, or in any of ICCN/Alco written proposals, are only estimates and are not intended as an express warranty. Any samples submitted by ICCN/Alco to Buyer, and any descriptions, illustrations, or forecasts in trade literature, brochures, or other documentation shall not be construed as warranties as to substance, performance, color, quality, weight or dimension, and any failure to conform with such samples, descriptions, or illustrations shall not constitute any breach of these terms and conditions of sale by ICCN/Alco.

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