Li610 LITHIUM-ION MOTIVE POWER BATTERIES

LIMITED WARRANTY

Stryten Energy warrants to the Original User, subject to the Conditions and Limitations described below (including the usage limitation), that a Lithium Motive Power Battery when charged with a Stryten Energy approved charger and used in an appropriate industrial motive power vehicle application and subject only to approved Battery Management System (BMS) protocol will be free from defects in materials or workmanship for the following Limited Warranty Period from the date of invoice as determined by Stryten Energy.

If a Lithium Battery fails to perform due to defects in materials or workmanship during the Limited Warranty Period, Stryten Energy will, at its option, repair or replace the Battery. All materials will be paid by Stryten Energy. Freight and labor will be paid as stated in the table below. The repaired or replaced Battery will be covered under this Limited Warranty for the remainder of the Limited Warranty Period on the original Battery.

For original users in the United States of America, Canada, Mexico, and Puerto Rico:	**Freight charges paid by:**
First year	Stryten Energy
Years 2-8	Stryten Energy
For original users in all other countries:	**Freight charges paid by:**
One (1) year	Original User

This warranty expires based on TIME or USAGE (in Ah), whichever comes first. The battery is warranted for whichever of the following comes first:

- Time limitation for original users in the United States of America, Canada, Mexico, and Puerto Rico:
  EIGHT (8) years from date of invoice to the Original User
- Time limitation for original users in all other countries:
  One (1) year from date of invoice to the Original User
- Usage limitation:
  2,800 x (Rated Capacity in Ah) as determined by onboard data logger

CONDITIONS: Stryten Energy shall have no obligation under this Agreement unless the Original User establishes that the following conditions have been met:

1. The Battery has been charged and maintained consistently in accordance with Stryten Energy's published Installation and Operating Instructions and other instructions as verified by the Original User's service log.
2. The battery has not been subject to misuse or abuse, such as exposure to water, condensing environments, moisture ingress, excessive cold, excessive heat, corrosive environments, casualty or other damage or deterioration. Specified operating temperature is -10°C to +50°C. Specified charge temperature is 0°C to +50°C. Specified storage temperature is -40°C to +50°C.
3. The Battery has not been equipped with an unapproved BMS or received BMS modification, alteration or disabling.
4. The Battery has not exceeded the energy throughput limit of 2.5 times (2.5x) the rated capacity within a 24 hour period.

LIMITATIONS: This Limited Warranty is the only warranty provided by Stryten Energy. The rights and obligations set forth in this document are exclusive and in lieu of all other warranties, expressed, implied, or statutory, including the warranties of merchantability or fitness for a particular purpose. This Limited Warranty may not be assigned or transferred by the Original User and it sets forth the exclusive remedy for all claims, damages, or losses arising out of defect in or failure of any Lithium Battery. In no event shall Stryten Energy be liable for consequential or incidental losses or damages under any theory of liability. In the event a battery has a missing or damaged BMS such that usage data cannot reliably be retrieved, battery usage will be calculated as follows: days since delivery x rated capacity x 2.5. The Original User shall, in the event of a claim hereunder, immediately notify the Stryten Energy sales representative and, as directed, return the Battery to an Stryten Energy-designated and authorized service center. All transportation and other handling charges incurred in connection with shipment of the Battery to the service center and the return shipment of the repaired Battery or its replacement will be paid as described above. The Original User releases to Stryten Energy all title and interest with respect to the Battery when Stryten Energy provides either a replacement battery or repairs the existing battery in accordance with this Agreement. If, pending repair or replacement of a Lithium Battery, the Original User elects to receive a Stryten Energy short-term rental battery, the Original User shall pay Stryten Energy the standard short-term rental charges applicable for a reasonable period of possession for such repairs.

STRYTEN ENERGY

USA/PR 877.462.4636 CAN 800.268.2698 MEX +52 5543527927

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