

## LIMITED WARRANTY

Discover Energy Corp. ("Discover"), together with its agents, dealers, and distributors, guarantees to the original product purchaser ("User"), that all Discover Advanced Energy System batteries ("Battery(ies)") will be free of defects in material and/or workmanship until the earlier of the **Service Life** or, total discharge energy of **1000 times Rated Energy** or, as expressly laid out more specifically in a valid and separate purchase or supply agreement.

A Battery may be considered defective if there are flaws in material or workmanship that have an effect on product life or performance or if it fails to deliver 90% of its rated energy within 25 cycles, after proper installation and commissioning, or 70% of its rated energy before the end of the limited warranty period, as determined by an energy test approved by Discover.

Rated Energy and Service Life for each battery is provided in the following table:

Battery	Description	Rated energy	Service Life
15-24-1000	24V 1024 Wh (40 Ah)	1024 Wh	36 months
14-24-2800	24V 2816 Wh (110 Ah)	2816 Wh	36 Months
44-24-2800	24V 2816 Wh (110 Ah)	2816 Wh	36 Months
12-48-6650	48V 6656 Wh (130 Ah)	6656 Wh	36 Months
44-48-6656	48V 6656 Wh (130 Ah)	6656 Wh	36 Months

Rated energy refers to the published performance ratings in Discover technical documentation at the time of manufacture. Service Life begins at the date of sale of the Battery to the User.

### **Warranty Claim Procedure**

In the event of an alleged defect or Battery failure, the User must make a warranty claim to Discover or an authorized representative of Discover within fifteen (15) days of the alleged defect date.

In Discover's sole discretion, Discover may require the User to:

- Return the claimed battery to Discover for examination, at the User's expense, together with a written return authorization document from Discover, or
- Hold the Battery(ies) on site and permit an examination by a Discover representative.

If Discover determines that the defect or Battery failure is a warranted event, in Discover's sole discretion, Discover may repair or replace the defective Battery without charge to the User. The repaired or replacement Battery will only be warranted for the remaining unused portion of the original warranty period. The cost and responsibility for removal of the defective Battery and its shipment to Discover, and all other costs related to the replacement process will be the responsibility of the User.

### **Requirements to Claim Warranty**

1. The warranty applies only to the original purchaser and is non-transferable. The invoice for the procurement of the Battery proving the date of sale and the identity of the User must be submitted in connection with the Warranty Claim.
2. The User must provide Discover with the data recorded by the Battery.
3. The User must immediately discontinue use of the Battery after discovery of defect.

## **Warranty Limitations and Exclusions**

**EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BATTERY IDENTIFIED IN THIS LIMITED WARRANTY. DISCOVER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, AND, AS SUCH, THE SAME SHALL NOT APPLY TO THE BATTERIES. IN NO EVENT SHALL DISCOVER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOST EQUIPMENT OR LOST REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

This warranty does not cover defects that are caused by normal wear and tear, inadequate maintenance, insufficient ventilation, transportation, storage or faulty repair, misuse, neglect, accident or abuse, modification to the Battery by a third party other than Discover or Discover's approved agents, failure to observe the English language version of the maintenance or operating instructions provided by Discover, or improper installation. This warranty does not cover defects caused by external influences while in the User's possession, including unusual physical or electrical stress such as power surges, lightning, flood, fire, accidents, or mishandling. This warranty does not cover any damage that may occur as a result of connecting, incorporating, or installing a Battery into goods, products or equipment, or that result from being used together with or as any part thereof. This warranty does not cover consumable components including but not limited to fuses.

For further clarity, this warranty is void if the Battery:

1. is subjected to fire, freezing, neglect, evidence of high temperatures, or any act of god,
2. is subjected to misuse or physical damage,
3. is not stored, installed, operated or maintained according to the English language version of the Discover Operating Manuals,
4. is charged by a battery charger or charging algorithm that has not been approved for charging the Battery by Discover (as set forth in the English language version of the Discover Operating Manuals),
5. has been altered or repaired by someone other than an authorized Discover agent,
6. manufacturing date code is destroyed,
7. is damaged during shipping,
8. is installed in connection with different models or brands,
9. is subjected to excess vibration caused by out of balance or improperly operated pads in floor burnishing machines,
10. is undersized for any application to which it is applied.

## **Applicable Law and Effective Period**

This Limited Warranty is subject to the laws of the province of British Columbia. This Limited Warranty is effective for sales of Batteries occurring after October 1, 2016.