Iron Edison Battery Company

Nickel Iron Battery

LIMITED WARRANTY

Iron Edison Battery Company warrants only to the original purchaser that any battery product which becomes unserviceable (not merely discharged) due to defect in material and/or workmanship within the free replacement period stated below will be replaced without charge. Any battery product which becomes unserviceable (not merely discharged) due to defect in material and/or workmanship within the pro-rated period stated below will receive a credit or refund as stated below. This warranty starts from the date delivered, applies to the original purchaser of the battery and is non-transferable. Purchaser is responsible for all shipping and testing costs for returned batteries, including any additional duties & taxes. If the battery is deemed to be defective under the terms stated below, replacement product of materials shall be shipped free of charge and testing costs shall be refunded. Iron Edison shall make all reasonable efforts to accomplish testing in a timely and efficient manner.

Nickel Iron Batteries cannot be discharged more than 80% of nominal capacity, or below 1.0 volts per cell. Battery shall not be charged or discharged at a rate greater than C/2 (50% of the battery's amperage rating). Charge controllers, inverters & generators must be configured using Iron Edison provided settings to be compliant with these requirements. Rated battery capacity is based on operation at STC. Efficiency and capacity can change with temperature.

Nickel Iron batteries must be installed in an Iron Edison provided or Iron Edison approved racking system and battery box. Nickel Iron batteries may only be used in fixed, stationary installations. This warranty does not apply to mobile applications, including but not limited to vehicles, boats and recreational vehicles.

When adding distilled water to the battery, the owner may use any method, tool, or system, as long as they maintain the fluid at the recommended level and do not over or under water the battery. Electrolyte levels must be maintained above the “MIN” fill line at all times. The owner must change the electrolyte every 8-10 years, and/or prior to filing any performance claim.

The battery owner will read warning labels on the battery and exercise due care in working on or around it. The battery is intended to be used by persons with training or experience with batteries. This warranty replaces all previous warranties, and may be updated in the future.

WARRANTY EXCLUSIONS

Iron Edison’s exclusive liability for breach of any warranty on the battery shall be to repair or replace the battery or repay the pro-rated portion of the actual purchase price paid for the defective product within the warranty period in accordance with the terms of this limited warranty. In no event shall Iron Edison Battery Company or any of its affiliates be liable in contract, tort or otherwise for any loss, claim or damages of any other kind, whether direct, incidental, consequential, exemplary, special, punitive, remote or otherwise, including any lost profits, lost revenue or incentives, loss of equipment, cost of purchased power, cost of substitute product, facilities or services, claims of customers of owner, or removal, shipping, transportation or installation expenses.

The battery must be used in the application for which it was designed, and placed into service within 180 days of delivery. Warranty does not cover abuse or neglect, corroded hardware, improper maintenance, improper installation, cosmetic shortcomings which do not impact use or performance, breakage, force majeure (ie: fire, flood, earthquake, storm damage, overvoltage, lightning strikes, etc.), damage in transportation, exposure to fire, water, snow, moisture or liquid ingress, exposure to excessive heat (above 90C) or extreme cold (below -30C), the addition of any chemical or solution (other than distilled water, KOH or LiOH electrolyte), damage from other electrical equipment or if the manufacturing codes have been destroyed or tampered with. Any changes made to the battery’s hardware or software without prior approval shall immediately void this warranty. This warranty excludes any changes in appearance of the product that do not impact its performance, replacement of fuses, and replacement or resetting of circuit breakers.

(Revised 7/1/2017)
WARRANTY PERIOD:

<table>
<thead>
<tr>
<th>Battery Type</th>
<th>Free Replacement (months)</th>
<th>Pro-rated (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nickel Iron</td>
<td>1-24</td>
<td>25-120</td>
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HOW TO RECEIVE WARRANTY SERVICE:

To resolve problems covered by this warranty for renewable energy applications, contact Iron Edison Battery Company to confirm the defect. You will need to provide proof of purchase along with the serial number for the battery. Iron Edison Customer Service will diagnose the issue with the customer, including the completion of a specific reconditioning procedure to determine if parts, service or replacement is needed. If deemed necessary by Iron Edison Battery Company, customer must ship the defective product in approved shipping box/container to Iron Edison Battery Company for testing before a warranty replacement/refund will be offered. Customer is responsible for all shipping and testing costs for returned batteries. Replacement materials or product will only be shipped following a complete examination of returned equipment.

At the sole discretion of Iron Edison, if a single cell or a group of cells within the battery qualifies for warranty replacement, only these cells shall be replaced, if possible, and that all serviceable parts and functioning cells will be incorporated in a returned battery.

During the free replacement period, the battery will be repaired or replaced with a similar battery or one of equal value.

During the pro-rated period, the Performance Replacement Refund will be calculated using the formula below:

If the customer requires an Advanced Exchange on the suspected defective product(s), the customer must deposit into escrow funds equal to the replacement and shipping cost of the product(s) being replaced. Replacement product(s) will then be shipped to the customer as soon as possible. The customer will then return the suspected defective product(s) to Iron Edison for testing and evaluation. If the product(s) is deemed defective by Iron Edison and is within the free replacement period, the funds in escrow will be refunded to the customer. If the product(s) is deemed defective by Iron Edison and is within the pro-rated period, the Performance Replacement Refund formula below will be used to calculate the escrow refunded to the customer. If the product(s) is not deemed defective by Iron Edison, Iron Edison will retain the funds in escrow as payment for the advanced exchange product(s) shipped to the customer, and the original product(s) shipped to Iron Edison may be returned to the customer. The customer is responsible for ALL return shipping costs.

Performance Replacement Refund:

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\text{Performance Replacement Refund} = \text{Current Discounted Retail Price} \times \% \text{Warranty Remaining} \times \frac{0.7 \times (\text{Tested Ah Capacity} \div \text{New Ah Capacity})}{1}
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The Performance Replacement Refund may be in the form of a cash payment, or a credit toward repair/replacement of the battery. If a cash payment is made for the warranty claim, the customer may retain ownership of the defective battery with no further warranty coverage. Customer will be responsible for any return shipment costs. If repairs are made to the battery, the original warranty will continue from the initial purchase date.

In no event will Iron Edison Battery Company's total liability exceed the sum paid by the owner for the product giving rise to the claim hereunder. Iron Edison Battery Company reserves the right to add or delete batteries from those listed above as they become available or are obsolete.

LIMITATION ON IMPLIED WARRANTIES:

Iron Edison Battery Company makes no express warranties with respect to its batteries other than the limited warranties stated above.

APPLICATION OF STATE LAW:

This Limited Warranty shall be governed by the laws of the State of Colorado without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Any claim or dispute in connection with this Limited Warranty shall be resolved between both parties in writing if a mutual agreement is made. If a mutual agreement is not made, any legal action would be filed and governed by jurisdiction of the state courts located within Jefferson County, Colorado and the federal courts in Colorado for the purpose of litigating all such claims or disputes, which courts shall have exclusive jurisdiction of such claims or disputes.

(Revised 7/1/2017)