

NUE PowerPac Twenty-Four Month Limited Warranty

NUE PowerPacs come with a Twenty-Four (24) Month Repair / Replacement Limited Warranty ("Warranty"). If a PowerPac malfunctions due to component or manufacturing defects or failure, subject to the use and other conditions listed below, it will be repaired or replaced free of charge.

Ten Year Free Tech Support

NUE PowerPacs include ten (10) years of Free Technical Support. If you need assistance or have questions, email us at tech.support@newuseenergy.com or call us at +1 844 941 3476 during business hours (US – Mountain Standard Time Zone (UTC -7).

Free Repair or Replacement During Warranty Period

NUE PowerPacs are designed and built to last many years in typical use conditions. If any component within a PowerPac fails due to a manufacturing defect or component failure within twenty-four (24) months of purchase (subject to the limitations below), we will repair or replace your PowerPac free of charge. You will be required to safely pack and ship the PowerPac to an authorized service center at your cost. If the PowerPac is eligible to be repaired or replaced under warranty, NUE will cover, at no additional cost, the repair or replacement of the defective component along with return shipping. If the PowerPac is not covered by warranty, NUE will provide a repair cost estimate that you can accept or reject. If accepted, NUE will repair the PowerPac and return it upon payment of the repair cost. If you chose to not have the PowerPac repaired, you can pay for return shipping or have NUE dispose of the PowerPac.

Service and Support Process

To initiate service for your NUE PowerPac, email us at tech.support@newuseenergy.com. Please include the PowerPac name or number (for example, "PowerPac 1212"), serial number, a description of the problem, any error codes or other display messages, photos, and your preferred method of contact (cell, email, text, WhatsApp, etc). Upon receipt, our Tech Support team will reach out to you within two business days. If the problems can't be solved remotely, we will email you a Repair Authorization and you will be asked to pack and ship your PowerPac to the designated authorized repair facility. We will also confirm if warranty coverage is available, subject to inspection and confirmation once the PowerPac is received at our repair facility.

<u>Limitations on the NUE PowerPac Limited Warranty</u>

- Our Warranty covers only the original purchaser and is not transferable.
- Our Warranty does not cover damages or defects resulting from misuse of the PowerPac.
 The interior of the PowerPac must not be exposed to precipitation or moisture.





- Our Warranty does not cover disconnection, internal transportation, service interruption, packaging, loss of revenue, excess costs of service, or other expenses other than the shipping charges described elsewhere in this Warranty document.
- Our Warranty does not apply to any costs, repairs, or services for the following:
 - On-site service calls by third parties.
 - o Damage resulting from misuse, abuse, accidents, alterations, use other than intended application, collision, dropping, or improper installation.
 - o The PowerPac was used out of specification or undersized for the application.
 - Environmental damage, including caustic substances, salty, sun, exposure to heat beyond stated product specification, or exposure to rain, snow, or other moist or wet environments.
- Our Warranty does not apply to the battery component of a PowerPac if the battery has either:
 - not been charged at least once to more than an 80% state within any twelve consecutive months, or
 - o left below a 20% state of charge for more than six consecutive months.
- Our Warranty does not apply if the PowerPac has been disassembled or altered.
- All repairs and service under Warranty must be performed by NUE or a NUE authorized service facility.
- NUE shall, in its sole discretion, determine if a defective PowerPac or component is
 repaired or replaced. If a component or the PowerPac is replaced, NUE may replace the
 defective component or PowerPac with a refurbished component or PowerPac with lower
 usage and charge cycle counts. The remaining time under the original Warranty period shall
 transfer to the replacement components or PowerPac.

This Warranty is the only warranty and remedy provided by NUE to the purchaser. NUE disclaims all implied warranties of merchantability and fitness. In no event shall NUE or its distributors, dealers, or retailers be liable for consequential or incidental losses or damages under any theory of liability, except to the extent that this limitation is found to be unenforceable under applicable law. Some countries, states, or provinces do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This Warranty gives you specific legal rights and you may also have other rights.

This Warranty is governed and interpreted in accordance with the laws of the State of Arizona. No employee, agent, director, representative, distributor, dealer, or retailer is authorized to make any alterations or additions to those made in this document.

