

Renewed Lithium Iron Phosphate Battery Manufacturer Defect Warranty

This Warranty Document (“Document”) outlines the terms and conditions of the warranty provided by Higher Wire Inc. (“the Company”) for renewed lithium iron phosphate batteries (“the Battery”) sold to customers. Please read this Document carefully before using or making a purchase. By purchasing and using our products, the Customer agree to be bound by the terms and conditions set forth herein.

1. Warranty Coverage

1. The Company warrants its products to be free from defects in materials and workmanship under normal use and service for a period ("Warranty Period") shown in the table below.

Time Since Original Purchase	Replacement Cost
0 to 2 years	Free
2 to 3 years	30% of current MSRP
3 to 4 years	50% of current MSRP
4 to 5 years	80% of current MSRP

2. This warranty can be transferred by the Original Purchaser to a Second Purchaser of the product at any point during the warranty period. The Second Purchaser must email sales@higherwire.com to fill out a warranty transfer form and pay a \$50 warranty transfer fee.

2. Warranty Claims

1. To make a warranty claim, the Original Purchaser must:
 1. Provide proof of purchase, including the original sales receipt or invoice.
 2. Contact the Company's Customer Support within the Warranty Period.
2. The Company reserves the right to request additional information or evidence to support the warranty claim.
3. The Company will, at its sole discretion, repair or replace the defective product or part with a new or refurbished product or part, excluding any shipping or handling charges.
4. If the Battery is replaced during the free replacement period, the Warranty shall continue from the original date of purchase.
5. If the Battery is replaced under warranty but outside of the free replacement period (the “Pro-Rate Period”), the Warranty shall restart from the new date of purchase.

3. Warranty Limitations and Exclusions

1. This warranty does not cover:
 1. Defects or damage resulting from misuse, abuse, negligence, improper installation, or unauthorized modification or repair.
 2. Normal wear and tear, including but not limited to scratches, dents, or cosmetic damage.
 3. Damage caused by accidents, fire, acts of God, or other external causes.
 4. Products purchased from unauthorized resellers.

2. The warranty is void if the Battery is subjected abuse or operation outside of the design intentions, including but not limited to:
 1. Damage due to improper installation; loose, dirty or incorrect connections, under-sized cables, or reverse polarity connections
 2. Environmental damage, including exposure to extreme hot or cold temperatures during operation or storage, fire, freezing, or water/dirt/debris or other foreign contamination
 3. Damage caused by collision or excessive force
 4. Damage due to improper or lack of maintenance
 5. A Battery that has been opened, modified or tampered with
 6. A Battery that was used for applications outside of the design intent; large inductive loads such as repeated engine or motor starting; applications that have continuous charge or discharge exceeding Battery specifications without the use of a Company-approved current surge-limited device
 7. Use with a charger not designed for the specific Battery chemistry and voltage.
 8. Use on an over-sized inverter and/or charger without the use of a Company-approved current surge limiting device
 9. Product not stored in adherence to the Manufacturer's storage guidelines, including storage of the Battery at a high or low state-of-charge or in an extreme environment
 10. Non-compliance with the Battery's user manual or instructions.
4. Disclaimer of Consequential and Incidental Damages
 1. To the maximum extent permitted by applicable law, the Company shall not be liable for any consequential, incidental, indirect, special, or punitive damages arising out of or relating to the use or inability to use the product, even if advised of the possibility of such damages.
 2. The Company's liability under this warranty is limited to the repair, replacement, or refund of the product as provided herein.
5. Governing Law and Jurisdiction
 1. This warranty shall be governed by and construed in accordance with the laws of the United States of America.
 2. Any dispute arising out of or in connection with this warranty shall be subject to the exclusive jurisdiction of the courts of the United States of America.
6. Entire Agreement
 1. This Document constitutes the entire agreement between the Company and the Customer regarding the warranty of the product and supersedes all prior or contemporaneous agreements, understandings, and representations, whether oral or written.

By using our product or making a purchase, you acknowledge that you have read, understood, and agreed to the terms and conditions of this warranty document.