

NUEPower™ Battery Five Year Limited Warranty

NUEPower™ Batteries come with a Five (5) Year Repair / Replacement Limited Warranty ("Warranty"). If your battery malfunctions during the Warranty period 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

Your NUEPower™ Battery includes ten (10) years of Free Technical Support. If you need assistance or have questions, email us at <u>tech.support@newuseenergy.com</u>. You can also call us at +1 844 941 3476 during business hours (United States Mountain Standard Time Zone (UTC -7).

Free Repair or Replacement During Warranty Period

NUEPower™ Batteries are designed and built to last many years in typical use conditions. If any component within your NUEPower™ Battery fails due to a manufacturing defect or component failure within five (5) years of purchase (subject to the limitations below), we will repair or replace your battery free of charge. You will be required to safely pack and ship your battery to an authorized service center at your cost. If your battery 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 your battery is not covered by warranty, NUE will provide a repair cost estimate that you can accept or reject. If accepted, NUE will repair your battery and return it upon payment of the repair cost. If you chose to not have your battery repaired, you can pay for return shipping or have NUE safely dispose of your battery in an environmentally responsible manner.

Service and Support Process

To initiate service for your NUEPower™ Battery, email us at tech.support@newuseenergy.com. Include the battery model name or number (for example, "NP48v100ah ABS"), serial number, photos, a description of where it was being used, a screen shot of error codes or status screens from the BMS app, and the problem you are having. Also include your contact information including your preferred method. Upon receipt, our Tech Support team will reach out to you within two business days. If the problem can't be solved remotely, we will email you a Repair Authorization. You will be asked to safely pack your battery and ship it to the repair facility we authorize. We will note in the Return Authorization if warranty coverage may be available, subject to inspection and confirmation once your battery is received at our repair facility.

Limitations on the NUE SunTarp™ Limited Warranty

- Our Warranty covers the original purchaser and does not transfer to subsequent owners.
- Our Warranty does not cover damages or defects resulting from misuse of your battery. The interior of your battery 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.
 - Damage resulting from over-torquing the connection terminals or stripping the connection terminals.
 - o Your battery was used out of specification.
 - o Your battery was used for rentals.
 - Environmental damage including exposure to caustic substances or salt, or exposure to environmental conditions beyond stated product specification.
- Our Warranty does not apply to your battery if the battery has:
 - o not been charged at least once to more than an 80% state of charge within any twelve (12) consecutive months, or
 - o left below a 20% state of charge for more than six (6) consecutive months.
- Our Warranty does not apply if your battery 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 battery is repaired or replaced. If a battery is replaced, NUE may replace the defective battery with a refurbished battery with lower usage and charge cycle counts. The remaining time under the original Warranty period shall transfer to the replacement battery.

This Warranty is the only warranty and remedy provided by NUE to the original 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, United States of America. No employee, agent, director, representative, distributor, dealer, or retailer is authorized to make any alterations or additions to those made in this document.