



## AllCell Battery Warranty

### Warranty Period

All Cell Technologies, LLC ("AllCell") provides the following limited product and performance warranties (the "Warranties") to the original buyer ("Buyer") of a bicycle battery purchased from AllCell ("battery") during the "Warranty Period," which shall mean the period expiring 24 months from date of Buyer's delivery of the battery to its end customer or 30 months from date of shipment of the battery from AllCell to Buyer, whichever comes first.

### Limited Product Warranty

Subject to the exclusions contained herein, AllCell warrants to Buyer that the battery shall be free from material defects in materials and workmanship that have an effect on battery functionality under normal application, installation, use and service conditions as specified in any battery manual, installation instructions, operating guidelines or other documentation provided by AllCell at time of sale, provided, that any damages caused to the battery by improper transportation, handling, storage or installation, misuse or abuse, or modification, service, repair or alteration during or after installation without AllCell's consent, shall void this Warranty.

Claims under this Warranty shall only be valid if Buyer can provide proof that the malfunctioning or non-conformity of a battery results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in AllCell's standard product documentation.

### Limited Performance Warranty

Notwithstanding other provisions in this Warranty, AllCell warrants and guarantees that the battery will maintain Discharge Capacity of no less than 70% of nominal capacity ("Nominal Capacity"). Discharge Capacity shall be defined and measured as the ampere-hours (Ah) available during a three-hour constant discharge from 100% state of charge to 0% state of charge. Each battery pack's Nominal Capacity can be found on the battery label and on the corresponding Product Data Sheet provided by AllCell at the time of battery sale to Buyer.

### Exclusions

Notwithstanding anything herein to the contrary, the Warranties set forth herein DO NOT apply to any battery that has been subjected to negligence in transportation, handling, storage, installation or use, or has been modified, serviced, repaired, or altered during or after installation without AllCell's consent, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, acts of god, or other events outside AllCell's control. Unless otherwise required by any mandatory applicable law, the Warranties do not cover any costs associated with installation, removal or reinstallation of returned battery. In addition, the Warranties do not apply to any cosmetic change in appearance stemming from normal wear and tear over time. Warranty claims shall not apply if the type or serial number of the battery has been altered, removed or made illegible.

Without limiting the generality of the foregoing exclusions, any of the following activities shall also void the Warranties:

- Charging and/or discharging the battery at rates greater than the maximum charge and discharge rates listed in the Product Data Sheet provided by AllCell to Buyer at time of purchase.
- Charging the battery at a temperature lower than 32 degrees Fahrenheit (0 degrees Celsius).
- Not fully charging battery at least once every three months.
- Subjecting battery to ambient temperatures during storage or periods of non-operation higher than 60°C.
- Attempts, successful or otherwise, to modify or replace any part of the battery (including battery management system, wiring, charge connectors, or discharge connectors) without AllCell's express written consent.



- Illegal or improper shipping of the battery.
- Submersion of batter in water or other liquids.
- For batteries not sold in an AllCell supplied enclosure (constructed of metal, injection molded plastic, or a similar material), exposing the battery to water or excessive moisture.
- Puncturing the shrink-wrap surrounding the battery cell pack in any way, whether through improper mounting of the battery, exposure to physical damage or abuse, or other means.

#### **Claim Verification and Remediation Process**

If Buyer believes that it has a justified claim covered by the Warranties set forth above, then Buyer shall comply with the following return material authorization process:

Buyer must submit each such claim in writing, with supporting data regarding system usage, to AllCell within the applicable Warranty Period specified above. All claims and supporting data shall be sent to the following address (via either electronic mail or hard copy), or such future address as AllCell may provide from time to time:

Hard Copy:

AllCell Technologies, LLC  
2321 W. 41<sup>st</sup> Street  
Chicago, IL 60609  
USA

Electronic:

warranty@allcelltech.com

Such notice should enclose evidence of the date of delivery of the applicable battery and the basis for Buyer's claim. Warranty claims may only be made by the Buyer. Upon receipt of such written claim, AllCell may seek further data and verification of Buyer's claim, including shipment of battery to AllCell. All batteries shipped to AllCell must be shipped as Class 9 dangerous goods (HAZMAT) and must be shipped in accordance with all applicable local, state, federal, and international laws. AllCell representatives can provide shipping instructions and guidance to ensure safe and legal shipping methods are employed. Buyer shall be responsible for delivery of the battery to AllCell or an AllCell representative. AllCell will make a final determination of the validity of the Warranty claim within 30 days of receipt of original claim or receipt of the battery, whichever is later. For batteries with void Warranties, AllCell will arrange for return shipping to Buyer at Buyer's request and expense. For batteries with valid Warranty claims, AllCell will follow the procedure set forth below.

If AllCell verifies in its reasonable judgment that a battery does not comply with the Warranties set forth above, then AllCell, at its option and in its sole discretion, will either 1) repair and return the affected battery; 2) replace the affected battery by shipping a new or refurbished battery to Buyer; or 3) provide to Buyer financial compensation for the reduced performance of the battery system. If AllCell chooses to provide Buyer with financial compensation, such compensation shall be calculated as a straight-line proration of the original purchase price paid to AllCell by Buyer. The straight-line proration will be calculated by dividing the number of months left before the end of the Warranty Period by twenty-four (24). Any repair or replacement of an affected battery shall not increase the applicable Warranty Period. AllCell reserves the right to deliver a similar battery (of similar size, shape, power output, and/or energy capacity) in replacement of the returned battery should the production of the returned model be discontinued or otherwise unavailable. Ownership and title of all returned batteries which have been replaced shall pass to AllCell.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW AND THE LIMITED PRODUCT AND PERFORMANCE WARRANTIES, THE FOREGOING REMEDIES STATE ALLCELL'S SOLE AND EXCLUSIVE OBLIGATION AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.



### **Not Independent Warranties**

Buyer is entitled to pursue claims under each of the Warranties set forth above; provided that, if claims arise under multiple Warranties from a single incident, then, if AllCell remedies such incident as set forth above, AllCell shall be deemed to have resolved all applicable Warranty claims arising from such incident.

### **Disclaimers**

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER WARRANTIES OR OBLIGATIONS ON THE PART OF ALLCELL. SOME JURISDICTIONS LIMIT OR PROHIBIT DISCLAIMERS OF WARRANTY, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO BUYER TO THE EXTENT SUCH LIMITATIONS OR PROHIBITIONS APPLY.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALLCELL HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ALLCELL BE LIABLE TO BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF ALLCELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALLCELL'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO ALLCELL BY BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM. BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO BUYER. SOME JURISDICTIONS MAY LIMIT OR PROHIBIT THE LIMITATION OR EXCLUSION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO BUYER TO THE EXTENT SUCH LIMITATIONS OR PROHIBITIONS APPLY.

### **Governing Law and Arbitration**

This AllCell Battery Warranty shall be interpreted, and the rights and liabilities of AllCell and Buyer determined, in accordance with the laws of the State of Illinois, USA, without regard to the conflict of laws principles. Any controversy or claim arising out of or relating hereto shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules by a single arbitrator and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The proceedings shall be in English in Chicago, Illinois, USA, with each party being required to provide all documents in English.

### **Note**

In the event of any inconsistency among different language versions of this AllCell Battery Warranty, the English version shall prevail.