

# WARRANTY

## Lithium-Ion Battery for Lift Trucks Produced by OneCharge Inc.

### WHO IS THE WARRANTOR:

1. The warrantor for this limited warranty is ONECHARGE INC. ("Warrantor"), 12472 Industry St, Garden Grove, CA, 92841.

### WHAT BATTERIES ARE COVERED:

2. Warranty coverage is limited to the original purchaser only (the "Purchaser") of a Covered Battery and is not transferable or assignable to another user or entity.

### WHAT BATTERIES ARE COVERED:

3. This limited warranty applies to all "OneCharge" branded batteries distributed in the United States sold directly by Warrantor or by an authorized dealer of Warrantor provided that during the life of such battery "Battery Operational Conditions" set forth below have been fully complied with in all respects ("Covered Battery").

### BATTERY OPERATIONAL CONDITIONS:

4. The battery must be charged and maintained in accordance with the current published operating manual and conditions set forth in this document.

5. Hours of battery operation must not exceed 18 hours in any 24-hour period.

6. The normal operating constant temperature range for all covered batteries is from 60°F to 100°F. Any temperature requirement that is out of this range for permanent battery usage should be approved by the Warrantor. Operations/applications that require temperatures that are out of normal ranges, must employ the appropriate covered option that will ensure safe, efficient operation and optimal performance in the desired temperature range. These options cover temperatures from -22°F to 68°F.

7. Charging current must not exceed 50% of the battery's nominal capacity. For charging with the currents more than 280 Amperes, Warrantor must give special authorization for usage.

8. Battery must not be charged from the load connector (see battery manual) without prior written authorization from the Warrantor. Exception is the recuperation option if a truck is equipped with it. The limit for recuperation is 450 Amperes for 30 seconds.

9. Discharge currents should not exceed three times the capacity of the battery (but no more than 1500 Amperes) for a period of more than 10-second bursts.

10. Batteries must not be operated if any cable or insulation is damaged.

11. Only chargers sold or recommended by Warrantor may be used with Covered Batteries. All charger changes or deviations must be written in the sales order when a purchase order is accepted. User must obtain written approval from Warrantor to make changes to a battery charger during the warrantied life of the battery.

12. Battery is equipped with a current sensor to protect the system from the overcurrent. Even if this system is not operational for any reason, discharge or charge is not allowed if the current is above the specified limits.

13. Warrantor is not responsible for damage to the truck, charging station, and product due to operator negligence or drive off regardless of battery condition.

14. Batteries are equipped with drive-away protection when the battery is charging. Even if the system is not operational for any reason, operators must visually check that the charging plug is disconnected.

15. Batteries are equipped with temperature sensors to control the operation of the battery in safe regimes. So, even if the system is not operational for any reason, operators must ensure that the battery works within the specified temperature regime.

16. Batteries should not be exposed to direct sunlight or other additional sources of heat.

17. Battery must not be washed with a pressure washer. Battery must not be cleaned with pressurized air or aggressive chemicals.

18. Battery must not be left unattended in conditions with more than 98% humidity. Batteries subjected to constant or prolonged exposure to humidity levels above 98% or the frequent moving in and out of the cold environment, must be ordered with additional features added to protect components.

19. Battery should be stored at the state of charge of 80%, being discharged and charged every 6 months, with turned off battery management system when in storage.

20. Any usage of batteries outside the standard operation (including but not limited to service, testing, alteration, modification, use of improper ports for charging/discharging, use in equipment other than forklifts) should only be performed with the written permission from the Warrantor.

21. Damage to the warranty sticker on the battery voids all warranties.

### TRAVEL TIME:

22. OneCharge limits travel time to two (2) hours round-trip and mileage to one hundred (100) miles total. OneCharge will not pay for travel time or mileage that exceeds this or any fees such as those for toll roads, bridge tolls, air, boat, or ferry travel without prior authorization.

### CHARGES TO CUSTOMER:

23. Repairs and replacements covered by this warranty are made at no charge for parts or labor. Expedited freight costs, if any, will apply.

### PARTS REPLACEMENT:

24. OneCharge agrees to repair or replace defective parts at their discretion, due to flaws in materials or workmanship during the warranty period. All part(s) will ship via UPS regular GROUND. Labor to repair or replace defective parts shall be warranted when performed by a OneCharge authorized service agency. Any repair work by persons other than a OneCharge authorized service agent is the sole responsibility of the customer. Labor coverage is limited to regular business hours and agreed labor rates. OneCharge will not pay overtime, premiums, or emergency service charges without prior authorization. This includes the use of genuine OEM factory specified replacement parts, purchased directly from OneCharge. The use of generic replacement parts will void this warranty certification. Any parts replacement needed under this limited warranty will be made using new or refurbished parts. Whether a part should be repaired or replaced will be decided by the Warrantor or its designated service representative at its discretion.

### WHAT IS COVERED AND FOR HOW LONG:

25. The warranty period for a Covered Battery begins on the date of delivery.

26. Total coverage period for this limited warranty is for the earlier of five (5) years from the date of delivery or three-thousand (3,000) charge/discharge cycles (see Terms and Condition of Sale for calculation) that could be recorded in the Battery Management System of the battery, whichever occurs first (with Depth of Discharge  $\leq 70\%$  on average) (the “Warranty Period”). Notwithstanding the foregoing, the Warranty Period does not commence unless a properly filled out “Pre-Delivery Inspection” PDI report is submitted and accepted by Warrantor. Delayed commencement does not prolong the coverage period beyond five years from the date of delivery. Submission of a PDI form is an integral part of this Warranty. Warrantor is not responsible for damage, abuse or overdischarge of the battery while the battery is in transit or storage at Dealer or Purchaser.

27. The battery is warranted to deliver at least 80% of its original nominal capacity at the end of the warranty period.

28. During the Warranty Period, and except as listed in the section “What is Not Covered,” Warrantor will repair or replace any Covered Battery caused by defects in workmanship or materials (“Warranty Defect”).

29. The repaired or replacement battery will be covered for the remainder of the original Warranty Period and any battery replaced under this limited warranty will become the property of Warrantor.

30. Battery and charger connectors are covered for one (1) year for craftsmanship or materials defect.

**WHAT IS NOT COVERED:**

31. This limited warranty does not cover Warranty Defects in any Covered Battery, if:

- Covered Battery has not been operated in accordance with current published operating guidelines, including, without limitation, the Battery Operational Conditions set forth above.
- Covered Battery is subjected to abuse, misuse, negligence, or accident, including, but not limited to, improper charging or installation, freezing, fire, collision, water damage, explosion, electrical surges from the truck (including but not limited to: short circuits on the truck side, improper handling such as pushing pallets, not functioning suppressors, etc.), excessive vibration including but not limited to: driving on uneven surfaces, not functioning suspension equipment of the forklift, repair or attempted repair by anyone other than an authorized Warrantor service representative, alteration, modification, lack of reasonable or proper maintenance or any other damage resulting from acts or conditions beyond the control of Warrantor.
- Cables damaged due to misuse or failure to follow service procedure;
- This warranty also does not cover deterioration of the appearance of any Covered Battery due to normal wear and tear.

**LIMITATIONS:**

32. Warranties will only be honored when Warrantor was provided with the serial number of the battery, an official warranty claim was filed through appropriate channels (phone, email, or mail) and a warranty claim number was issued.

33. The performance of necessary repairs, replacement of a Covered Battery, or the issuance of credit, as applicable, is the exclusive

remedy under this limited warranty or any implied warranties. Warrantor does not authorize any person to create for it any other obligation or liability relating to a Covered Battery.

34. Warrantor's liability under this Warranty shall be limited to replacement, repair, or refund, at Warrantor's option. Replaced or repaired Covered Batteries shall be warranted for the remainder of the original Warranty Period. In any event, the replacement of a Covered Battery shall NOT renew the Term of Warranty.

35. Exclusion of Warranty. Damage to the Products resulting from any of the following activities is NOT covered by this Limited Warranty:

- Improper transportation, storage, installation, or wiring by Buyer
- Noncompliance with Warrantor's official installation manual
- External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)
- Use of an incompatible charger.

Note. Products are not designed to protect their capacity from excessive self-discharge in the shutdown mode and must be stored in a sufficiently charged state.

36. Except as expressly stated herein, all batteries purchased from Warrantor are purchased without any express or implied warranty of any nature, including, without limitation, any warranty of merchantability or fitness for a particular purpose, and Warrantor hereby expressly disclaims such implied warranties to the fullest extent permitted by law. In the event that any such implied warranties may not be disclaimed as a matter of law, such warranties implied by law applicable to the battery shall be limited to the warranty period. In no event shall Warrantor be liable for incidental, special, or consequential damages, and in no event shall its liability exceed the purchase price of the covered battery. These limitations apply to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other theories of tort, contractual or other liability.

**WARRANTY CLAIM PROCESS:**

37. In order to make a claim under this warranty, the following requirements must be met:

- This warranty must be completed and signed by the Purchaser and must be returned to Warrantor within thirty (30) days of purchase by mail to OneCharge Inc., ATTENTION: Battery Warranty Department, 12472 Industry St, Garden Grove, CA, 92841; or info@onecharge.biz
- Warrantor must receive notice of the claim during the Warranty Period by email at [service@onecharge.biz](mailto:service@onecharge.biz) or by mail at the address above;
- Notice of the claim must include proof of purchase of the Covered Battery (e.g., a copy of Warrantor's original invoice);
- Warrantor authorized representatives shall be given access to the Covered Battery at reasonable hours and intervals for inspection. The acceptance of a battery shipped to Warrantor shall not be deemed an admission that the Battery so shipped is defective.

NAME OF ORIGINAL PURCHASER	MODEL
SIGNED	SERIAL NO
DATE	ADDRESS
	CITY
	STATE, ZIP
	TELEPHONE