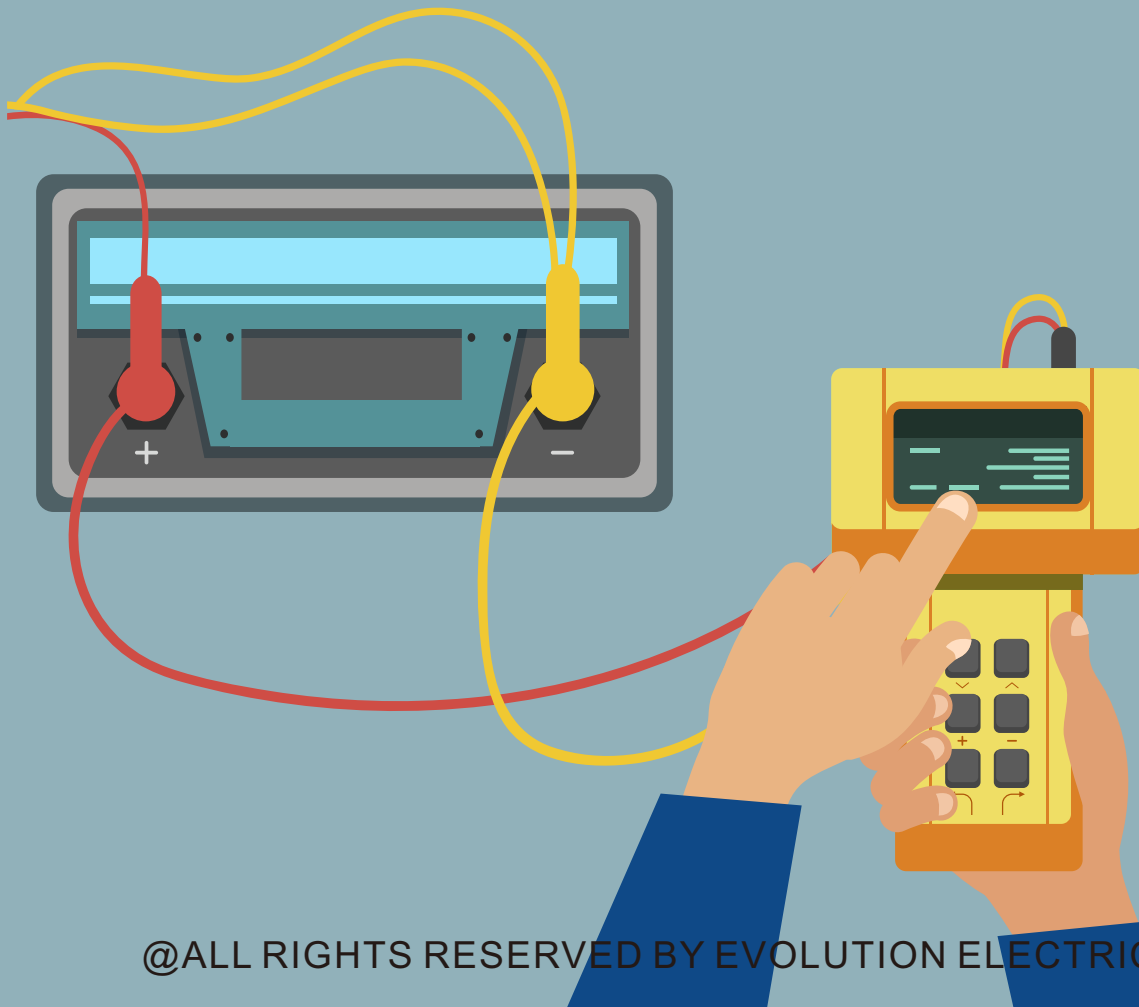




EVOLUTION ELECTRIC VEHICLES

EVOLUTION LITHIUM-ION BATTERY LIMITED WARRANTY



5 YEAR LIMITED WARRANTY

Evolution electric vehicles ("the Manufacturer") warrants each Evolution Lithium branded Lithium Iron Phosphate (LiFePO₄) battery ("the Battery") sold by Evolution Electric Vehicles or any of its authorized distributors or dealers, to be free of defects for a period of 5 years ("the Warranty Period") from the date of sale as determined by either the customer's sale receipt, the shipping invoice and/or the battery serial number, with proof of purchase. Within the 5 years of the Warranty Period, subject to the exclusions listed below, the Manufacturer will credit, replace or repair, if serviceable, the Battery and/or parts of the Battery, if the components in question are determined to be defective in material or workmanship by manufacturer technicians or authorized technicians, and the Manufacturer deems the components to be repairable, the Battery will be repaired and returned. If the Manufacturer deems the components to be not repairable, a new, similar Battery will be offered. The offer will be valid for a period of 30 days after the date of notification.

The Warranty period of any repaired Evolution Lithium battery product or its replacement is the remaining term of the Limited Warranty Period.

This Limited Warranty does not cover the labor cost of installation, removal, repair, replace or re-installation lithium battery pack or its components.

NON-TRANSFERABLE

This Limited Warranty is to the original purchaser of the Battery and is not transferable to any other person or entity. Please contact the place of purchase regarding any warranty claim.

THIS LIMITED WARRANTY MAY BE EXCLUDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE FOLLOWING PROBLEMS ARE FOUND (INCLUDING BUT NOT LIMITED TO):

- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the lithium-ion battery pack, battery management system and the system electric circuit.
- shows indications that the failure is caused by installer error such as reverse polarity or misuse of system wide equipment or inaccurate programming of all ancillary equipment attached to lithium battery pack.
- shows indications that the battery charger has been modified to charge lithium battery not approved for the charger.
- shows indications that the battery pack was disassembled, opened, or tampered in any way without a company formal approval.
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contains lithium battery packs that are not paired with the battery management system as supplied by the company;
- Extended storage without recharging or repairs done by an unauthorized person or modification.
- Damages resulting from an accident or collision, or from the neglect, abuse battery pack system.
- Environmental damage; inappropriate storage conditions as defined by the Manufacturer; exposure to extreme hot or cold temperatures, fire or freezing, or water damage.
- Damage due to improper installation; loose terminal connections, under-sized cabling, incorrect connections (series and parallel) for desired voltage and AH requirements, reverse polarity connections.
- Battery that was used for applications other than which it was designed and intended for including repeated engine starting or drawing more amps than the battery is rated to continually discharge in the specifications

WARRANTY STATEMENT

- Battery that was used on an over-sized inverter/charger (any inverter/charger that is rated to 10K Watts or greater) without the use of a Manufacturer-approved current surge limiting device
- Battery that was under-sized for the application, including an Air Conditioner or similar device having a locked rotor startup up current that is not used in conjunction with a Manufacturer-approved surge-limiting device
- Battery that has not been charged for over one year (batteries need to be charged regularly to allow for a long life span)
- Battery not stored in adherence to the Manufacturer's storage guidelines, including storage of the Battery at low state-of-charge (charge your battery fully before storing!)

This Limited Warranty does not cover a Product that has reached its normal end of life due to usage which may occur prior to the Warranty Period. A battery can deliver only a fixed amount of Energy over its life which will occur over different periods of time depending on the application. The Manufacturer reserves the right to deny a warranty claim if the Product is determined, upon inspection, to be at its normal end of life even if within the Warranty Period.

WARRANTY DISCLAIMER

This warranty is in lieu of all other express warranties. The Manufacturer will not be liable for consequential or incidental damages. We make no warranty other than this limited warranty and expressly exclude any implied warranty including any warranty for consequential damages. This limited warranty is not transferable.

LEGAL RIGHTS

Some countries and/or states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this agreement

NON-EVOLUTION LITHIUM WARRANTIES

This Limited Warranty does not cover Battery sold by the Manufacturer or any authorized distributor or dealer to an Original Equipment Manufacturer ("OEM"). Please contact the OEM directly for warranty claims regarding such Battery.

NON-WARRANTY REPAIRS

If outside of the Warranty period or for damage not covered under the Warranty, customers may still contact the Manufacturer for battery repairs. Costs will include, shipping, parts, and \$65 per hour labor.

SUBMITTING A WARRANTY CLAIM

To submit a warranty claim, please contact the original place of purchase. The Battery may be required to be shipped back to the Manufacturer for further inspection.

