

## **WARRANTY POLICY**

### **Warranty Period and Duration**

Sinopoly Battery warranty period is stated on the sales contract (“Sales Confirmation Document”) in term 6: “OTHER TERMS AND CONDITIONS”, and is specific to the batteries sold in that sales contract. The first day of the warranty period starts the date listed as the departure date on the shipping document such as, Bill of Lading or Airway Bill.

All replacement batteries will be warranted for the balance of the original warranty period as stated in the original purchase date on the invoice.

### **Warranty**

Should Sinopoly determine a battery failed to hold charge and discharge due to “manufacturing defect” in material or workmanship within the warranty period, Sinopoly will replace the cell(s) at its option, EXW China, pursuant to and subject to the terms and conditions in this warranty. Replacement cell(s) sent will be valued at the original sales price and warranted within the original sales contract warranty period.

### **The Warranty does *NOT* cover**

1. Damage due to power sources or energy generation equipment, charging system failure, negligence, any type of abuse, accident, improper usage or improper installation
2. Damage due to battery management system (BMS):
  - 2.1 Battery used without an approved BMS
  - 2.2 Improper installation of the BMS
  - 2.3 Use of the BMS in a manner other than BMS manufacturer intent
  - 2.4 Damage resulting from BMS failure
3. Labor costs for battery removal and/or installation
4. Costs related, but not limited to, loss of time, inconvenience, data, equipment, vehicle use, or other incidental or consequential damages thereof
5. Battery which has been fitted to a system for which it was not intended, modifications to the exterior of the battery, position or use in orientation other than upright, installation that blocks the battery vent, and/or any arrangement that is against the most recent updated instructions in the battery manual
6. Battery which has been discharged below and/or charged above the battery voltage specification, or operated outside of the battery temperature limits, or charged or discharged at higher amps than the battery specification, and/or any operation that is against the most recent updated specifications for the battery

## **Other Terms**

THE OPERATION OF THE PRODUCTS THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL THE POSSIBILITIES DESCRIBED IN THE ABOVE PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCTS. IT IS THE CUSTOMER'S RESPONSIBILITY TO CHECK WITH SINOPOLY FOR THE LATEST UPDATED BATTERY MANUAL, BATTERY SPECIFICATION, AND WARRANTY DOCUMENT.

Sinopoly has the right to request return of all defective batteries for evaluation, at customer's expense. Customers are also responsible for all the following costs associated with the replacement: labor for removal or installation, applicable taxes, and any shipping or transportation costs incurred in returning the battery to Sinopoly.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS BATTERY IS LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. THE WARRANTY IS SUBJECT TO THE CONFIRMATION/APPROVAL OF THE BMS WHICH WILL BE PAIRED WITH THE BATTERIES. THE REMEDY PROVIDED ABOVE IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

## **Conditions to Claim the Warranty**

1. The original contract purchaser must review and inventory the batteries received within 60 days from the shipment departure date on the shipping document (Bill of Lading or Airway Bill), and notice submitted to Sinopoly immediately of any concerns
2. Claims must be made as soon as the original contract purchaser is aware of a potential battery issue, and must be within the warranty period
3. The original sales contract ("Sales Confirmation Document") and any other accompanying documents must be submitted to Sinopoly
4. Description of the potential battery issue, demonstrative videos or photos, serial number of each failed battery and historical data of battery usage reported from the BMS must be submitted to Sinopoly. Sinopoly reserves the right to request any information deemed necessary to evaluate the warranty claim
5. At Sinopoly's option and instruction, either Sinopoly directly or local business partners will conduct inspection of defective batteries
6. The original purchaser must comply with all requests from Sinopoly to prove whether the battery failure is a "manufacturing defect". Sinopoly reserves the right to approve or deny any claims based on Sinopoly's internal review of information submitted

7. Any tampering, misuse, improper installation and operation, or negligence in handling or use of the battery renders the warranty void. Further, the warranty is void if:
  - 7.1 If, at any time, anyone other than Sinopoly attempts to make any internal changes to any of the components of the battery;
  - 7.2 If, at any time, the battery is overcharged or discharged in excess of the limits described in the most updated product specification and manual. If any external device attached by anyone other than Sinopoly creates conditions exceeding the tolerance of the Products; or
  - 7.3 If, at any time, the serial number of the battery is removed or defaced.
8. Battery must be used in vertical position
9. EACH SINGLE BATTERY CELL should be monitored and controlled by a BMS
10. The original contract purchaser must respond with all requests from Sinopoly within a reasonable time; no longer than 15 days from the date of first complaint unless a different period is approved by Sinopoly. Sinopoly reserves the right to close any warranty claim for with the original contract purchaser fails to respond or unreasonably delays communication
11. Notice of closed warranty claims sent from Sinopoly are final.

*Sinopoly reserves the right to change or update this warranty document without notice.*

**Version: 20150812v2**