



Volta Power Systems

LIMITED WARRANTY

VOLTA POWER SYSTEMS LIMITED WARRANTY COVERAGE

Volta Power Systems, LLC (VPS) provides limited warranty coverage on VPS products sold for use by customers in the United States, Puerto Rico, and Canada, as described in this Limited Warranty. This warranty gives you specific legal rights; you also may have other rights, which vary from state to state.

This warranty is provided to the original purchaser and any subsequent owner of a VPS product. The terms of this written warranty cannot be changed or modified, except by a written agreement signed by an officer of VPS.

COVERED PRODUCTS AND LIMITATIONS:

VPS's limited warranty coverage applies only to a VPS product's failure to perform in accordance with the VPS specifications for that product, to the extent attributable to one of the following:

1. Defects in materials and workmanship in the VPS product, including all VPS components and accessories (except for the Li-ion battery modules as described below) ("Baseline Warranty"); and
2. Defects in materials and workmanship of the internal contents of the Li-ion battery module component of the VPS product (the "Energy Pack Warranty").

The coverage period for this Limited Warranty is three (3) year 36,000 mile or 1000 Charge/discharge cycles. The coverage period runs from the date of original invoice from VPS to the original purchaser, which may be an original equipment manufacturer (OEM) or an end user.

If VPS is not able to replicate the failure caused by the alleged defect during its examination of the product, the warranty claim will not be valid and will be denied. In addition, VPS retains the right to determine in its reasonable judgment that a claimed defect is not covered by this warranty based on the express terms hereof and the condition of the product when evaluated by VPS.

Certain items are excluded from warranty coverage by VPS, and this **limited warranty coverage does not apply to:**

1. Installation of the product other than in accordance with the installation instructions and specifications approved by VPS for the particular application.
2. Installation of components and accessories other than VPS approved components and accessories.
3. Any repairs, adjustments, alterations or modifications made by anyone other than an employee of VPS or otherwise approved in writing by VPS.
3. Any product that is not in the last state of installation performed by VPS or approved by VPS in writing.
4. Any product sold for use outside of the United States, Puerto Rico or Canada.

5. Damage or deterioration resulting from misuse, salvaged title, improper installation or operation outside of the applicable VPS-specifications set forth in the Owner's Manual, including without limitation, system operation and recharging instructions and system operating limit instructions. Misuse includes, without limitation, charging failure, opening of the energy pack, unauthorized alteration, negligence, abuse, accident.

REMEDIES AND DISCLAIMERS UNDER THIS LIMITED WARRANTY

If there is a breach of this warranty, VPS will repair or replace the defective product or component, or provide a full refund of the original purchase price paid to VPS for the product, and the choice of remedy shall be in VPS's sole discretion. This "repair or replacement" remedy is the **exclusive remedy** under this warranty. VPS has **no responsibility or liability for any consequential or incidental damages**, such as lost opportunity, lost profits, loss of use, storage charges, interest or finance charges, insurance or depreciation, transportation charges, or charges for towing, etc. which are specifically **excluded and disclaimed** from this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

UNDER THE LAWS OF CERTAIN STATES, THERE MAY BE IMPLIED WARRANTIES FROM VPS APPLICABLE TO THE PRODUCT, AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE DISCLAIMED WHERE ALLOWED BY LAW. IF DISCLAIMER IS NOT ALLOWED BY LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE APPLICABLE PROVISIONS OF THIS WRITTEN WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

RESPONSIBILITY OF PURCHASER

1. The owner of the product must notify VPS of any claimed defect within fifteen (15) days after first detecting the claimed defect, but not later than the last day of the warranty coverage period. The owner must obtain a Return Materials Authorization from VPS before returning the product to VPS for repair or replacement.
2. The product must be returned to VPS within the warranty period, at the owner's expense. VPS will bear the expense of returning and transporting the product to the owner after repair or replacement, unless VPS determines that this warranty was not breached, in which case VPS will notify the owner to arrange for delivery of the product to the owner at the owner's sole expense, and if the product is not retrieved by the owner within fifteen (15) days after such notice, the product will be deemed abandoned and may be disposed of or used by VPS in its sole discretion, without any further liability to the owner.

VPS reserves the right to improve its products through changes in design or materials without notice or other obligation to the owners of VPS products. VPS may be contacted as follows:

Volta Power Systems, LLC, 12550 Superior Ct, Holland, Michigan 49424 (616-226-4222).