

LFP Warranty:

Limited Warranty

This product (Product) is warrantied (Limited Warranty) by Battery-Biz Inc. (Distributor) against defects in material and workmanship under normal use and service to the original purchaser (Purchaser) for a period of ten (10) years (Warranty Period) from the original date of purchase. The Limited Warranty does not extend to any subsequent owner or other transferee of the Product. Purchaser shall retain the dated sales receipt as evidence of proof and date of purchase as it will be required for any warranty claim or service. In order to keep the Limited Warranty in effect, the Product must have been handled and used as described in the instructions accompanying this Limited Warranty. The Limited Warranty does not cover any damage due to accident, improper storage, improper installation, modifications, unauthorized repair, normal wear and tear, failure to observe product specifications or safety warnings, force majeure, misuse, abuse or negligence. This Limited Warranty shall be null and void if Product's label(s) have been defaced, altered, or removed.

Remedies Under Warranty

With respect to a defective Product during the first three years of the Warranty Period, Distributor in its sole and absolute discretion, will either: (a) repair or replace such Product (or the defective part) free of charge or (b) refund the purchase price of such Product. Distributor will pay for shipping and handling fees to return the repaired or replacement product to the Purchaser during the first three years of the Warranty Period.

With respect to any defective Product during the last seven years of the Warranty Period, Distributor in its sole and absolute discretion, will either: (a) repair such Product (or the defective part) free of charge or (b) offer a new replacement product of the same (or equivalent) model as Product at a discount price of fifty percent (50%) off the listed retail price at the time the Product is returned to Distributor. Purchaser will have thirty (30) days from the date that Distributor provides notice to Purchaser that the Product shall not be repaired to exercise the option to use Purchaser's discount under this Limited Warranty to purchase a replacement product; Purchaser will pay customary shipping charges if Product is repaired or replaced at a discount purchase price during the last seven years of the Warranty Period.

Disclaimer Of Warranty

The Limited Warranty described herein is Purchaser's sole remedy. To the extent permitted by law, Distributor disclaims all other implied or express warranties on

Product including all warranties of merchantability and/or fitness for any particular purpose.

Limitation Of Liability

Except to the extent of repairing or replacing Product as expressly stated in the Limited Warranty described herein, Distributor shall not be liable for any damages, whether direct, indirect, incidental, special, consequential, exemplary, or otherwise, including lost revenues, lost profits, loss of use of software, loss or recovery of data, rental of replacement equipment, downtime, damage to property, and third-party claims, arising out of any theory of recovery, including statutory, contract or tort. Notwithstanding the terms of any limited or implied warranty or in the event that the Limited Warranty fails in its essential purpose, in no event will Distributor's entire liability exceed the purchase price of the Product. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions and as a result may not apply to Purchaser. This Limited Warranty gives Purchaser specific legal rights. Purchaser may have other rights which vary from state to state and province to province.

In order to be considered for coverage under this Limited Warranty, all warranty returns of Product to Distributor must include (1) a copy of the original receipt for the purchase of Product, (2) a letter from Purchaser referencing the Return Merchandise Authorization number issued by Distributor to Purchaser with a description of the problem, and (3) Purchaser's contact information including phone number and shipping address. Purchaser is responsible for the cost of the warranty return shipping and handling as well as any related claims that may arise.