



U.S. Battery Essential Li[®]

Lithium-Ion Battery Warranty

This Limited Liability Warranty (“**Warranty**”) applies solely to U.S. Battery Manufacturing Company’s Essential Li[®] lithium-ion battery product line. **This Warranty does not include or apply to the flooded/wet or AGM battery product lines.** Please refer to the separate warranties related to these other products here: <https://www.usbattery.com/warranty/>.

Subject to the terms, conditions, exclusions, and limitations more fully described herein (collectively, the “**Terms and Conditions**”), U.S. Battery Manufacturing Company (“**Company**”, “**we**” or “**us**”) guarantees that during the Warranty Period (as defined below), the Essential Li[®] lithium-ion battery (the “**Product**”) will be free from manufacturing defects in material and workmanship under normal use in its unaltered condition.

TERMS AND CONDITIONS

1. **Defined Terms.** For purposes of this Warranty:
 - a. “**Defective Product**” means a Product that fails to deliver at least seventy percent (70%) of its published capacity during the Warranty Period when tested in accordance with Company’s established testing procedures.
 - b. “**Registered Product**” means a Product that is timely and properly registered in accordance with **Section 3.a.** of these Terms and Conditions.
 - c. “**Warranty Claim**” means a claim timely filed within the Warranty Period in accordance with **Section 4** of these Terms and Conditions.
 - d. “**Warranty Period**” means the period of time from the date of original purchase by a consumer until ***the first to occur of the applicable*** (i) energy delivery limit, or (ii) maximum warranty time limit, as set forth below:

Battery Model	Battery Specifications	(i) Energy Delivery Limit	(ii) Maximum Warranty Time Limit (Months)	Free Replacement Limited Warranty Coverage	Pro-Rata Warranty Coverage*
US 24V GC2	25.6V, 67Ah (1.7kWh)	100,000 Ah	96 Months* for Registered Products only; otherwise, 60 months	First 60 Months	Months 61-96 for Registered Products
US 48V GC2	51.2V, 30Ah (1.5kWh)	50,000 Ah			
US 48V 105	51.2V, 105Ah (5.4kWh)	175,000 Ah			
US 12V G24	12.8V, 100Ah (1.3kWh)	100,000 Ah	48 Months	48 Months	N/A

****Only available for Registered Products***

- 2. Limited Warranty.** If a Warranty Claim is filed for a Product that is determined to be a Defective Product, our Warranty obligations shall be strictly limited to the following:
- a. Pro Rata Warranty.** If the Defective Product is a **Registered Product** that qualifies for **Pro-Rata Warranty Coverage** as set forth in these Terms and Conditions, we will, at our sole option, at no cost to claimant, either (i) repair the Defective Product using new or refurbished parts or (ii) provide claimant with a credit towards the purchase of another U.S. Battery lithium-ion battery of equal or greater capacity. The credit amount will be 20% off MSRP during months 61-72, 15% off MSRP during months 73-84, and 10% off MSRP during months 85-96.
 - b. Free Replacement Warranty.** For all other Defective Products that qualify solely for **Free Replacement Warranty Coverage** as set forth in these Terms and Conditions, we will, at our sole option, at no cost to claimant, either (i) repair the Defective Product using new or refurbished parts, or (ii) provide a new or refurbished replacement battery (reasonably equivalent to the Defective Product) with sufficient life to complete the remaining term of the Warranty Period.
 - c.** Company shall make the final determination as to the existence or cause of any alleged defect or any other matters with respect to the applicability of this Warranty. In all instances, labor, installation, transportation, and storage expenses are expressly excluded. There are two conditions for which a Warranty Period is measured: Time and total energy throughput. If either condition is exceeded, Warranty coverage terminates, and the Company is free of any further Warranty obligations.

3. Express Limitations and Exclusions.

- a. **Product Registration.** To qualify for Pro Rata Warranty coverage, if and where available, you must register your Product within the first thirty (30) days of purchase. To register a Product for Warranty coverage, please visit: <https://www.usbattery.com/essentialli-owner/>. If you choose not to register your Product, you will need to keep your point of purchase documentation should you have issues and need Warranty coverage in the future.
- b. **Non-Transferable; Purchases From Other Parties.** This Warranty is non-transferable and applies only to the original purchaser who purchased the Product from a Company-authorized seller or distributor. This Warranty does not cover any Products sold to or purchased from any third-party manufacturers. In such instances, please contact the vehicle or equipment manufacturer directly for any applicable warranty information. No Company representative, employee, distributor, or dealer has the authority to make or imply any representation, promise, or agreement, which in any way varies or expands upon the terms of this limited warranty. If any seller or distributor has offered you any extended or additional warranties other than those listed in this document, Company accepts no responsibility, and you should contact such distributor directly for any applicable warranty claims procedures.
- c. **Exclusions.** This Warranty does not cover damages or defects resulting from the following (collectively, “**Excluded Events**”):
 - i. Misuse, abuse, negligence (including failure to provide reasonable and necessary maintenance), accident, alterations.
 - ii. Use outside of deep-cycle applications (e.g. used for engine cranking).
 - iii. Damage caused during transit or handling.
 - iv. Damage due to improper installation, inadequate cabling/connections, or insufficient electrical protection devices to avoid high inrush current or voltage spikes (fuses, grounding, voltage clamps, motor controllers, etc.)
 - v. Damage caused by environmental factors such as extreme heat or cold, extreme or persistent shock or vibration, water or freezing damage, fire damage, chemical damage, or other similar environmental factors.
 - vi. Unauthorized modification, disassembly, or repair.
 - vii. Improper charging or use of non-compatible charging equipment. This includes undercharging, overcharging, charging consistently at elevated temperatures, or over-discharging or storage in a discharged state for extended periods of time.

- viii. Acts of nature, including but not limited to floods, fires, earthquakes, lightning strikes, or other external causes.
- ix. Batteries not maintained or used in accordance with the Company's Lithium-Ion User's Manual.

4. Warranty Claim Process. To file a Warranty Claim, you must contact the Company-authorized distributor from which you originally purchased the Product and provide your proof of purchase and details concerning the alleged defect. Access to the battery management system (BMS) is required for Warranty verification. The Product must be returned, at your sole cost and expense, to the authorized distributor (or as otherwise directed), for inspection and evaluation to determine whether it is a Defective Product covered by this Warranty. Onsite evaluation service may be available in most locations at an additional charge. Service charges will vary from location to location, distance traveled, and number of Products involved. If the Product is determined to be a Defective Product covered under this Warranty, the Warranty Claim will be handled in accordance with **Section 3.a.** above.

5. Limitations of Liability.

- a. WARRANTY DISCLAIMERS. THIS PRODUCT IS INTENDED TO BE USED BY PEOPLE WITH TRAINING AND EXPERIENCE WITH BATTERIES. THE INSTALLER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE PRODUCTS FOR THE INTENDED PURPOSE AND APPLICATION. THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY COMPANY AND EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED HEREIN, COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT AS EXPRESSLY DEFINED AND SET FORTH IN THIS WARRANTY. COMPANY'S LIABILITY FOR A BREACH OF WARRANTY SHALL BE LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE, OR FOR ANY OTHER ECONOMIC LOSS OR DAMAGES SUFFERED BY PURCHASER OR ANY THIRD PARTY EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- b. Indemnity.** You must indemnify and hold harmless Company from any claims and liabilities arising out of, related to, or in connection with your improper use of the Product, or any other Excluded Events.

6. **Legal Rights.** A consumer's legal rights hereunder may vary from one jurisdiction to another. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, in which case some limitations or exclusions may not apply.
7. **Governing Law; Venue.** This Warranty shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Any action, suit, or proceeding arising out of or relating to the subject matter of this Warranty shall be litigated exclusively in a court located in Riverside County, California. By accepting this Warranty, you hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any defense or objection that you may now or hereafter have to the laying of venue in any such court and consent to and agree to submit to the jurisdiction of any local, state, or federal court located in Riverside County, California.

For all Warranty-related inquiries and support, please contact us as follows:

Phone: 800-695-0945

Email: lithiumsupport@usbattery.com

Address: 1675 Sampson Ave, Corona, 92879 USA

Website: www.usbattery.com

Or visit a Company-authorized distributor near you