



Hi Performance Electric Vehicle Systems

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## HPEVS WARRANTY

# LITHIUM BATTERY PACK

**Date: 3-8-18**



## **HPEVS MANUFACTURED LITHIUM BATTERY PACK**

1. **LIMITED WARRANTY:** Hi Performance Electric Vehicle Systems, (HPEVS), warrants that the products sold (**a complete lithium battery pack that includes: CALB 100Ahr lithium batteries, Orion Jr. BMS, Delta-Q 48 volt charger and wiring harness**) to the customer, will be free from defect in materials and workmanship for a period of sixty (60) months from the date of invoice of the product, subject to the terms and conditions in this Limited Warranty.
2. If, during the applicable warranty period, (i) HPEVS is advised in writing as to a defect in a HPEVS product; (ii) such product is returned to HPEVS; and (iii) an examination of such product discloses to HPEVS' s reasonable satisfaction that such product is defective and such defect was not caused by accident, abuse, neglect, alteration, improper installation, lightning damage, submersion, short circuits due to improper handling, repair, improper testing or use contrary to any instruction issued by HPEVS, HPEVS will repair or replace the defective product at no cost to Customer, except for installation or any other cost incurred due to failure. Replacement shall mean furnishing Customer with a new or reconditioned product equivalent to the defective product. All defective products replaced by HPEVS under this warranty shall become the property of HPEVS and must be returned to HPEVS properly packed to prevent physical damage. Shipping cost will be prepaid for shipments in the lower 48 states only. All other shipping will be the responsibility of the customer.
3. HPEVS does not warrant that any product is suitable for use in any particular application. Customer shall be responsible for evaluating the appropriateness of the use of any specific HPEVS product for a particular application. HPEVS shall be entitled to rely exclusive upon such representation in furnishing any product to customer.
4. **HPEVS will not warrant HPEVS LITHIUM BATTERY PACK used in ANY racing applications.**
5. **WARRANTY LIMITATIONS:** THE FOREGOING WARRANTY CONSTITUTES HPEVS EXCLUSIVE LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR ANY BREACH OF OR ANY OTHER NONCONFORMITY OF THE PRODUCTS COVERED BY THIS WARRANTY. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. HPEVS MAKES NO WARRANTY, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF HPEVS HAS THE AUTHORITY TO MAKE OR IMPLY ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY. THE HPEVS PRODUCTS SOLD TO CUSTOMER ARE INTENDED TO BE USED ONLY IN THE APPLICATION SPECIFIED BY CUSTOMER TO HPEVS. ANY OTHER USE RENDERS THE LIMITED WARRANTY EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

**EXCLUSIONS** Specifically EXCLUDED from this Limited Warranty are:

- damage resulting from washing HPEVS LITHIUM BATTERY PACK; **DO NOT WATER DOWN PACK AND RELATED COMPONENTS, USE A DAMP CLOTH TO CLEAN;**
- routine maintenance items, normal wear and tear or electrical components damaged as a result of fluctuations in electric current;
- damage resulting from loose or poor electrical connections resulting in arcing, shorting or fire;
- damage to or deterioration of a HPEVS LITHIUM BATTERY PACK and components resulting from inadequate maintenance, neglect, abuse, accident or collision;
- abuse defined as, over discharge, excessive continuous current draw in excess of 200 amps longer than one (1) minute, lack of normal charging as required;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by others than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by others than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the HPEVS LITHIUM BATTERY PACK to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

***DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE HPEVS LITHIUM BATTERY PACK AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.***

***LIABILITY LIMITATIONS:***

IN NO CASE SHALL HPEVS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT HPEVS WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE GOLF CAR DRIVE SYSTEM FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.