

LI-MAX TECHNOLOGY INC.

LIMITED PRODUCT WARRANTY

Guaranteed Product Part Number:

Energy Storage BMT-ES5000R & Inverter Charger BMT-CU2000R

Shipped Serial Number: Energy Storage/ _____

Inverter Charger/ _____

Buyer: _____

Location: _____

ZIP CODE: _____

Date to Install: ____/____/____

Warranty Start Date (mm/dd/yy): ____/____/____

End Date (mm/dd/yy) : ____/____/____

I. LIMITED WARRANTY

LI-MAX TECHNOLOGY INC. ("Li-Max") warrants that for a period of 10 years beginning on the date of installation (the "Warranty Period"), the Li-Max products identified above ("Energy Product") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. Additionally, Li-Max warrants that, throughout the Warranty Period, the power output of the Energy Product will be at least 60% of Total Battery Power Capacity.

If the Energy Product fails to conform to this Limited Product Warranty, and provided that any such failure is determined by Li-Max (in its sole discretion) not to have resulted from one of the excluded events set forth in Section III below, then for the Warranty Period, Li-Max will, at its discretion, repair, replace (new or refurbished, in Li-Max's sole discretion) the defective Energy Products as set forth herein. This Limited Warranty for any repaired or replaced Energy Product shall not extend beyond the Warranty Period.

II. GENERAL CONDITIONS FOR WARRANTY CLAIMS

1. Warranty claims must in all events be filed within the Warranty Period.
2. Warranty claims may only be made by (i) the original end customer, as named in the certificate of guarantee or invoice, as applicable, or (ii) any subsequent title holder of the Energy Products upon satisfactory proof of succession or transfer from the original end customer as named in the certificate of guarantee or invoice, as applicable

III. EXCLUSIONS AND LIMITATIONS

The Limited Warranty does not apply to any of the following:

1. Energy Products subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than Li-Max or Li-Max's authorized distributor); improper siting or installation at an improper location; non-observance of the distributor's installation instructions and/or the applicable instructions of users and/or maintenance instructions; non-compliance with national and local electric codes; repair or modifications by someone other than an authorized technician; conditions exceeding the voltage, current and other load specifications; power failure surges, lightning, flood, or fire; damage from persons, insects, animals, or industrial chemical exposure; component and/or surface area breakage from impact or other events outside Li-Max's control.
2. Energy Products which are not maintained or used in compliance with user manuals, specifications, safety regulations, or the instructions of an authorized Li-Max technician.
3. Conditions arising from the non-observance of instructions requiring periodic charging and/or discharging of the Energy Product, and/or the occurrence of conditions exceeding the Energy Product's specified voltage.
4. Cosmetic affects stemming from normal wear and tear of Energy Product materials or other cosmetic variations which do not cause power output below 60% of Total Battery Power Capacity guaranteed by the Limited Warranty.
5. Energy Products for which the labels containing product type or serial number have been altered, removed or made illegible. Energy Products are altered, modified, repaired and installed with no express consent of Authorized Technician or Installer.
6. This Limited Warranty applies to the original purchaser of the Energy Product and is nontransferable without written consent.
7. This warranty covers Energy Products situated only in the United States of

America. Li-Max, at its option, may require proof of purchase consisting of a copy of the original invoice.

8. Force majeure: Li-Max shall not be held responsible or liable to the customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, fire, flood or any other cause or circumstance beyond the reasonable control of Li-Max.

IV. LIMITATION OF WARRANTY SCOPE

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF LI-MAX, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING, SIGNED AND APPROVED BY LI-MAX. LI-MAX SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE ENERGY PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE ENERGY PRODUCT, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL LI-MAX BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. LI-MAX'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO LI-MAX BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL BE MODIFIED TO THE MINIMUM EXTENT REQUIRED SUCH THAT THE REST OF THIS LIMITED WARRANTY WILL CONTINUE IN FULL FORCE AND EFFECT.

V. OBTAINING WARRANTY PERFORMANCE

If you feel you have a justified claim covered by this Limited Warranty, immediately notify Li-Max directly or contact its authorized distributor at 951.300.0788. Li-Max will give advice on handling the claim, which shall include, without exception, invoice, evidence of the date of delivery of the Energy Product, serial number and product number of components, and evidence of claim. The return of any Energy Product will not be accepted unless prior written authorization has been given by Li-Max. Li-Max will accept and process a claim if Li-Max determines that the returned Energy Product is not subject to the Exclusions and Limitations stated above. Upon acceptance of a claim, Li-Max may, at its discretion, determine the scope of the required remedy, including but not limited to the repair method, required materials, necessity for refurbishment, and necessity for replacement.