

# ECLIPSE LITHIUM TITANATE BATTERY WARRANTY DETAILS

Should the manufacturer deem a valid warranty claim exists and battery(s) are unable to be repaired, in year one (1) through five (5) the manufacturer will replace the defective battery free of charge with a similar product. Should the manufacturer deem a valid warranty claim exists and battery(s) are unable to be repaired, in years six (6) through ten (10) a similar product will be offered at a prorated discount.

## NON-TRANSFERABLE

This Limited Warranty is only applicable to the original purchaser of the Product and is not transferable to any other person or entity. Please contact the place of purchase regarding any warranty claim.

# WARRANTY EXCLUSIONS

The Manufacturer has no obligation under this Limited Warranty for Product subjected to the following conditions (including but not limited to):

- Damage caused during shipping or mishandling of the Product
- Damage due to improper installation; loose terminal connections, under-sized cabling, incorrect series (cannot be wired in series) or parallel connections, reverse polarity connections, or insufficient space for airflow
- Environmental damage such as inappropriate storage conditions as defined by the Manufacturer, exposure to temperatures beyond -40F or above 140F, fire or freezing, water damage, impact, or collision
- Damage due to improper operation or maintenance such as under- or over-charging the Product, lack of cleaning resulting in corroded terminal connections or build-up of dirt, debris, organic matter, fossil fuels, or chemicals on the Product casing
- Product that has been opened, modified, or tampered with
- Tampering or removal of manufacture date codes
- Product that was used for applications other than which it was designed and intended for by the Manufacturer
- Product that was under-sized for the application

This Limited Warranty does not cover a Product that has reached its normal end of life due to usage which may occur prior to the Warranty Period. A battery can deliver only a fixed amount of Energy over its life which will occur over different periods of time depending on the application. The older

the batteries are, the less likely the defect is caused by a manufacturing fault, and the more stringent the Manufacturer will evaluate the warranty claim. The Manufacturer reserves the right to deny a warranty claim if the Product is determined, upon inspection, to be at its normal end of life even if within the Warranty Period. Shipping is not included on warranties. The customer is responsible for returning the battery to Backwoods Solar Electric Systems.

## WARRANTY DISCLAIMER

This Limited Warranty is in lieu of, and manufacturer disclaims and excludes, all other express warranties. Manufacturer further limits the duration of all, whether statutory, express, or implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, to the warranty period. Manufacturer's exclusive liability for breach of any warranty on the Battery shall be to repair or replace the Battery within the warranty period in accordance with the terms of this Limited Warranty. In no event shall Manufacturer be liable for any loss or damages of any other kind, whether direct, incidental, consequential including lost profits, exemplary, special, or otherwise, including any lost profits or removal, shipping, or installation expenses.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

# LEGAL RIGHTS

Some countries and/or states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, which may vary from country to country and/or state to state. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of the Manufacturer is authorized to make any warranty in addition to those made in this agreement.

## SUBMITTING A WARRANTY CLAIM

To submit a warranty claim, please contact Backwoods Solar Electric Systems. The Product may be required to be shipped back to the Manufacturer for further inspection. The Product must be shipped in compliance with UN3480.

## **TECHNICAL SUPPORT**

If you have technical questions about the Product, please contact the place of purchase or Backwoods Solar Electric System at 208-263-4290.