

# LIMITED WARRANTY FOR TURBO ENERGY LITHIUM BATTERY

## Ten (10) year limited product warranty

Subject to the exclusions set forth below, Turbo Energy, S.L. ("Turbo Energy") **guarantees for a period of 10 years**, counting from the date of delivery to the first buyer ("Buyer") that the **LITHIUM SERIES DUAL 48V 5.1 KWH BATTERY** ("Equipment") is free of any defect in its materials or in their manufacture that prevent their normal operation under correct conditions of use, installation and maintenance.

Turbo Energy guarantees that the Equipment will retain its mechanical integrity and stability in accordance with the operating methods described in our installation instructions. Any damage caused by wear and tear, improper installation, animals or human error will not be covered by this warranty.

Claims made under this warranty may only be accepted in the event that the Buyer shows that the malfunction or inadequacy of the Equipment is caused by defects in materials or manufacturing under normal operating conditions, installation, use, and other conditions specified in the Equipment documentation.

If the Equipment fails to comply with the terms of this warranty, Turbo Energy may, at its discretion, either repair or replace the Equipment or pay the residual market value of the Equipment as compensation.

For the use of batteries in solar energy applications, either in photovoltaic self-consumption mode or in isolated photovoltaic grid installations, a capacity guarantee of 70% is given on the capacity collected in the battery's data sheet for 10 years from the day on which the battery is installed or 3 months from the date of sale of the Equipment; whichever happens before. For other applications, the warranty may expire earlier if a total power of 15 MWh has been delivered.

The warranties contained in this Certificate will be provided by Turbo Energy subject to the general terms and conditions expressed below.

## Warranty Exclusions and Limitations

- The warranty rights may be claimed during the period established in each case and immediately upon detection, unless they are visible defects, in which case the claim must be made within a limit of 1 month from the date of receipt of the defective batteries.
- The damage and malfunctions or service failures of the Batteries originating in:
  - Accidents use in mobile units, or negligent use or improper use.
  - Do not comply with the installation, use and maintenance instructions set out in the corresponding Manual.
  - Inverter/Charger Failures.
  - Storage or operation of batteries outside the temperature ranges set out in the manual.
  - Damage during the transport of batteries.
  - Connected in series or in parallel with batteries of different models.

- Modifications, installations or uses that are wrong, or not performed by authorized personnel.
- Damage caused by voltage or current values outside the ranges specified in the equipment manual.
- Damage caused by force majeure, such as lightning strikes, extreme weather... or other unpredictable causes for Turbo Energy.
- Damage caused by water, or from being the battery in an atmosphere where there is high conductivity dust or corrosive gases.
- Damage caused by acts of vandalism.
- For the warranty to apply, the battery must have been used in solar energy applications, or in general applications that at most perform a daily cycle in energy storage.
- They will not be considered as defects with the right to warranty claim, aspects related to esthetics, unless they represent a decrease in their operation or in the performance specified in turbo Energy's technical or commercial brochures.
- Turbo Energy reserves the right to supply a different battery model to meet accepted warranty claims, as a replacement, in case the original model had ceased to be manufactured.

### Warranty application process

If the Buyer considers that he is entitled to a claim under the limited warranty described above, it must comply with the return authorization process described below.

The claim must be sent, including the amount claimed, Equipment serial number, purchase invoices and other written evidence, within the warranty period indicated above to the following address:

**Turbo Energy, S.L.**

Plaza de América 2- 4B – 46.004 Valencia.

Tel: 960 450 026

E-mail: info@turbo-e.com

This notice must attach supporting documentation which shall include the Equipment date of receipt and the basis for the Buyer's claim.

Once the written claim has been received, Turbo Energy may request verification of the damage claimed by the Buyer. If Turbo Energy verifies that, in its judgment, the Equipment comply with the conditions of the limited warranty set forth above, Turbo Energy will compensate through the following alternatives (chosen at its discretion): repair or replacement of the Equipment or offering the residual market value of the Equipment.

Any repair or replacement of the Equipment will not increase the warranty period.

Ownership of the Equipment that has been replaced will be transferred to Turbo Energy.

The expenses derived from the transport, removal, installation or reinstallation will be borne by the Buyer.

If you contest Turbo Energy verification, the Equipment must be evaluated by a certified testing lab. The cost of the validation test of the claim shall be borne by the party on which the reason is not at issue.

If any proof of the Equipment's capacity is required, the test must be performed under the following conditions

- The ambient temperature of the Equipment must be  $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$
- The initial temperature of the batteries should be  $25^{\circ}\text{C} \pm 1^{\circ}\text{C}$
- The Equipment must discharge the energy at 20 A from an initial voltage of at least 56 V with an initial load capacity of 100%.

### **Limitation of liability**

Turbo Energy denies and does not assume any type of liability, for any damage or injury caused to people or property, or any loss or damage caused by any cause related to any of its Equipment or its use. Under no circumstances shall Turbo Energy be liable to the Buyer, or to any third party claiming through the Buyer, for any loss of profits, loss of use or loss of activity, or any incidental, consequential or special damages of any type, derivatives or related to the Equipment, even if Turbo Energy had knowledge or indications of the possibility of such damages occurring.

Turbo Energy's maximum civil liability for damages or any other cause in the event of a claim for defective Equipment shall in any case be limited to the price paid by Buyer to Turbo Energy for the Equipment.

### **Jurisdiction and Applicable Law**

All claims or disputes arising from, or related to, this warranty shall be governed by Spanish law and the applicable jurisdiction shall be exclusively to the courts of Valencia, Spain.



**TURBO ENERGY S.L.**

CIF: B98569619

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