

1 Limited Warranty

1.1 LIMITED WARRANTY.

BMZ USA, Inc. (“BMZ”) warrants to Customer that its products (“Products”) are free from any defects in material or workmanship for a period of one year from the date the Product leaves the manufacturing facility. Should a Customer desire to make a claim under this Warranty, it must follow the claim procedures described below.

1.2 PERFORMANCE WARRANTY.

BMZ warrants that for the lesser of 5,000 cycles or 10 years from its manufacture, the battery’s capacity shall not drop below 60% of its usable capacity. Usable capacity is determined at the battery temperature of 77°F with the battery being disconnected from any other component. This warranty is nontransferable or assignable.

1.3 REFUND.

Should a battery fail to maintain its capacity as set forth above, due to a condition other than an excluded condition described herein, BMZ will provide the following refund based on usage.

<u>Months from Sale</u>	<u>Cycles</u>	<u>Refund of Purchase Price</u>
Up to 24	992	100.0%
25-36	1488	50.0%
37-48	1983	40.0%
49-60	2479	30.0%
61-72	2975	20.0%
73-84	3471	10.0%
85-96	3967	7.5%
97-108	4463	5.0%
109-120	4959	2.5%
121 or more	5000	0.0%

The refund is limited to the price actually paid to BMZ by its customer at the time of sale. The current maximum refund of the purchase price are as follows:

ESS 7.0:	\$3,500
ESS 9.0:	\$3,800
ESS X:	\$4,500
ESS Z:	\$3,600

The refund is limited to the purchase price paid for the battery, not for any accessories, adaptors, wiring or inverters.

In the alternative, BMZ, at its option, may repair the product or replace it with a newer equivalent product once it has received return of the replacement.

A cycle is considered complete if a battery is recharged to 100% of its capacity regardless of its discharge level. If a battery is recharged to less than 100%, it shall be considered a partial cycle and partial cycles shall be added up to the equivalent of a complete cycle. The date of sale shall be the date it left the manufacturing facility.

1.4 EXCLUSIONS.

This warranty shall not apply if the battery has been subject to any misuse, abuse, improper use, improper storage, subject to temperature ranges in excess of those specified by BMZ, has not been installed by a competent installer in accordance with all manufacturer's instructions, has not been stored, transported, assembled or operated outside of published permissible guidelines or in accordance with generally accepted customs in the industry, or has been modified, opened, exposed to lightning, hailstorm, fire, vandalism or moisture, or excessive electrical charges.

1.5 NO OTHER WARRANTY.

BMZ MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. FURTHER, BMZ SHALL NOT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR COSTS TO REMOVE, REPAIR, OR REPLACE THE PRODUCT OR ITEMS CONNECTED TO OR WIRED TO THE PRODUCT.

1.6 CLAIM PROCEDURE.

Should the Customer desire to make a claim under the warranty it must give written notice to BMZ of any failure within 21 days of the failure. That notice shall be directed to BMZ USA at 1429 Miller Store Road, Virginia Beach, VA 23455 USA. The warranty notice is to identify when the battery was purchased, including an invoice to show the date of purchase, the battery model, designation and serial number, the defect that occurred, when the defect occurred and identifying whether the Customer desires replacement/repair. After receiving the warranty claim and confirming the accuracy of the information therein, BMZ, at its option, may require the Customer to return the battery to BMZ, at the Customer's expense, for inspection before a final determination of whether the claim is compensable. **Notwithstanding anything herein to the contrary, in no event shall Customer receive more from BMZ than the amount paid to BMZ for the Product in question.**

1.7 VENUE AND ACTIONS.

The sole and exclusive venue for any dispute concerning the product of this warranty shall be in Virginia Beach, Virginia and Customer hereby submits to the personal jurisdiction of any courts with jurisdiction over that venue. This warranty is governed by Virginia law. Any action contending that the Product was defective in material or workmanship must be brought within one year from the date the Product leaves the manufacturing facility. Any claim for a refund or replacement must be brought within one year that the Product fails to conform with the capacity warranty.