

Warranty Agreement

1. Warranty Claim

We, Keheng New Energy Technology (shenzhen)co.,ltd,hereby declare that the below product(s) manufactured by us are guaranteed as follow All batteries are warranted to be free from defects in material and workmanship from the date of shipment according to the terms of the limited warranty and the following warranty schedule according to point 2.

In the event of an alleged defect, the user should promptly notify Keheng. Keheng should determine if the batteries are defective, it may, at its sole discretion, repair, replace or credit at our option the material found to be defective — F.O.B. its factory without charge except for freight. A battery will not be considered defective unless it fails to deliver 70% or less of its rated capacity during stated warranty period. All claims are subject to the below conditions and limitations.

1.1 Conditions and Limitations

- 1.1.1) Warranty is limited to temperature controlled environments between 5°C and 45°C. temperature not to exceed 50°C. Appropriate documentation proven that a controlled environment was maintained will be required for all claims.
- 1.1.2) Each battery must be the proper size, design for its application in order for the warranty to apply.
- 1.1.3) Each battery must be charged, discharged, stored and installed in accordance with the latest revisions of all applicable Keheng New Energy Technology (shenzhen)co.,ltd., instructions in order for the warranty to apply.
- 1.1.4) This warranty is void if batteries random connected in series and parallel without permission.
- 1.1.5) This warranty is void if battery additions other than Keheng products are used in the same string and in the same parallel.
- 1.1.6) The battery should be installed within 3 months after receiving the goods and no more than 6 months at the latest.

1.2 Performance Warranty (Standard)

Under the conditions of 25°C, 0.5C, 80%DOD, KEHENG guarantees that the battery capacity still remains at least 70% after 3 year.

2. Non-Environmentally Controlled Applications

This warranty shall only apply if conditions and Limitations point 1.1.2 to 1.1.6 are satisfied. All other terms and conditions of the limited warranty shall also apply.

3. Reminder

- 3.1) Supplier should be informed within 14 days after discover the defect battery, and proof of purchasing date should be provided by buyer.
- 3.2) This warranty is void if battery is subject to misuse, abuse or physical damage or if battery becomes unserviceable due to fire, wreckage, freezing, or any act of God.
- 3.3) User agrees that manufacturer's representative shall have access to equipment furnished hereunder for purposes of inspection at reasonable hours and intervals in order for the warranty to apply.
- 3.4) The battery system parameter settings should according to the customers details require. Any changes should confirm with Keheng New Energy Technology (shenzhen)co.,ltd

4. Claims

- 4.1) Contact original point of purchase for instructions on applicable warranty claim procedures.
- 4.2) Upon satisfactory proof of claim as determined by Keheng, Keheng shall repair or replace, at our option.
- 4.3) Not accept any product for return, credit or exchange unless expressly authorized by Keheng, Inc. in writing and returned prepaid to our plant.
- 4.4) If necessary,Keheng may request the claimed battery to be returned to Keheng for inspection or test, if it is

determined that any such Batteries do not have a defect, the warranty claim will be denied.

- 4.5) All defective and replacement batteries, if returned, become the property of Keheng.
- 4.6) Keheng shall not be liable for, and user shall indemnify and save Keheng harmless from any claims and liabilities arising out of the use, maintenance, transportation, or installation of any equipment warranted hereunder. The forgoing limited warranty is in lieu of all warranties expressed or implied, including any warranty of merchantability or fitness for a particular purpose. The sole liability of Keheng is set forth under the claims paragraph above. Keheng shall not have any liability for any special incidental indirect or consequential damages. This limited warranty applies only to the original purchaser (user) of the equipment is non-transferable, and governed by and construed under Hong Kong Laws.

5. Applicable Laws and Dispute Settlement

- 5.1) This Agreement applies to the laws of the SZAC(ShenZhen Arbitration Commission). All disputes relating to this Contract shall be amicably resolved through consultation; if the consultation fails, either party has the right to submit to Shenzhen International Arbitration Centre and shall follow its arbitration rules.All arbitration-related costs,including arbitration fees, legal fees and other related expenses shall be assumed by the losing party.
- 5.2) During dispute settlement, the agreement terms irrelevant to such disputes shall continue to take effect.

6. Agreement commencement:

The Agreement shall go into effect on the date when the parties sign and seal. The Agreement is in 2 copies, each party hold one and having the same effect. Scan copy has the same effect with the original one.

[Customer's Company Name]

[Keheng New Energy Technology (shenzhen)co.,ltd]
