

# CONCORDE BATTERY CORPORATION LIMITED WARRANTY FOR SUN XTENDER® BATTERIES

## Limited Warranty

Concorde Battery Corporation ("Concorde") hereby expressly warrants to the end-user, ("End-User") of a Sun Xtender® renewable energy system battery manufactured by Concorde and sold by an original equipment manufacturer ("OEM") or a Sun Xtender distributor ("Distributor") either directly or indirectly (i.e., through an OEM, reseller or retailer in the Distributor's authorized distribution chain) to an End-User, during the term of this Limited Warranty, as follows:

### 1. **LIMITED WARRANTY.**

- a. This Limited Warranty applies only to Sun Xtender renewable energy batteries published on [www.sunxtender.com](http://www.sunxtender.com) and manufactured and sold by Concorde (each individually a "Battery"). This Limited Warranty DOES NOT apply to any other battery manufactured by Concorde or battery accessories, including but not limited to adaptors, or battery charging/discharging equipment.
- b. Subject to compliance with the terms and conditions of this Limited Warranty, and provided: (x) the Sun Xtender Battery was installed in End-User's System within 365 days (12 months) from the original date of shipment of such Battery from Concorde, (such date may be found on a three-quarter inch circular white label affixed to the battery container with two letters corresponding to the month and year of manufacture based on the order of the letters within the alphabet, e.g. AS depicts 1<sup>st</sup> month and 19<sup>th</sup> year); and (y) the Battery was stored in accordance with ("IAW") the Sun Xtender Technical Manual (Drawing 6-0100) available at [www.sunxtender.com](http://www.sunxtender.com) and subject to the limitations in Sections 2 and 5 below and the procedures in Section 4 below, Concorde warrants to the End-User as follows:
  - i. If the Battery fails during normal and customary use, due to defects in the Battery materials or workmanship, within 365 days (12 months), from the Date of First Installation in an End-User's System, then Full Warranty Credit for the Battery or a replacement

Battery, at Concorde's option, will be processed through a Distributor to the End-User.

- c. "Date of First Installation" means the date of first installation in End-User's System as recorded in such System's records regardless of any time not installed during the course of the entire time period.

2. **TERMINATION.** This Limited Warranty shall terminate and be of no further force and effect if (a) the Battery was not purchased new and unused, from an OEM or a Distributor, directly or indirectly through the Sun Xtender Distributor's authorized chain; (b) the claim for Warranty Credit, including proper documentation, under this Limited Warranty was not received by Distributor within sixty (60) days from the date the Battery was removed from the System based on the records of date of installation and removal; (c) the Battery has been abused, neglected, altered, misused, improperly installed, tampered with, damaged in shipment, over charged or over discharged or undercharged, charged without temperature compensation, frozen, subjected to a flood, fire, explosion, excessively high temperatures causing case deformity, extremely high temperature operation causing premature failure, damaged from electrical equipment, improperly sized for the application, installed in strings of mismatched sizes / battery ages, or otherwise damaged through the act or neglect of a party other than Concorde; (d) the Battery has not been stored IAW Sun Xtender's published procedures; (e) the Battery was not installed in the End-User's System within 365 days (12 months) of the date the Battery was shipped from Concorde to Distributor or OEM; (f) the Battery was not maintained IAW the most current revision of the Sun Xtender Technical Manual, (Drawing No. 6-0100 which can be found at [www.sunxtender.com](http://www.sunxtender.com)); (g) the End-User does not fully comply with the warranty procedure in accordance with Section 4 below; (h) the Battery is not available for immediate return to Concorde for evaluation prior to warranty consideration, at Concorde's option.

3. **REMEDIES OF END-USER.**

- a. **Full Warranty Credit.** In the event of a Battery failure as set forth in Section 1(b)(i) above, and the Limited Warranty has not terminated pursuant to Section 2 above as determined by Concorde in its sole discretion, then Concorde will, upon the End-User's full compliance

with the procedures in Section 4 below and subject to the limitations in Section 5 below, ensure that Distributor receives Full Warranty Credit enabling Distributor to provide End-User with Full Warranty Credit or a replacement Battery.

- b. Full Warranty Credit. "Full Warranty Credit" to the End-User is the price in effect for a new purchase from the Distributor of the same or an equivalent Sun Xtender model Battery as the failed Battery at the date of removal of the failed unit. (In order to enable the Concorde Distributor to provide the End User Full Warranty Credit, Concorde will credit the Distributor with the distributor price for the same or an equivalent model Sun Xtender Battery as the failed Battery at the date of removal of the failed unit.) Copies of System records showing dates of installation and removal must be submitted.
- c. Sole Remedy. The End-User's sole remedy for a defective Battery shall be either the applicable Full Warranty Credit for such defective Battery or replacement of the Battery in accordance with the terms and conditions of this Limited Warranty.

4. **WARRANTY PROCEDURE**. In order to receive warranty credit pursuant to Section 2 above, the following steps must be followed:

- a. The End-User must retain the Battery giving rise to the claim in his possession until the warranty process has been completed and a Battery return has not been requested by Concorde and must, within sixty (60) days from the removal of the Battery from the End-User's System, submit to a Distributor a claim that includes the following:
  - i. A completed warranty claim form attached hereto as Exhibit A (the "Warranty Claim Form") with (A) a copy of the System records accurately reflecting dates of Battery installation and Battery removal, storage, maintenance and servicing details; (B) the End User information portion fully completed with the System size, number of strings, equipment settings, installation location, and mode of failure; and (C) the original serial number sticker should be removed from the face of the Battery and affixed to the

Warranty Form. The Battery serial number should be recorded in black permanent ink on the cover of the Battery for identification purposes until the claim with Concorde is finalized. Additional information may be requested on receipt of the claim by Concorde.

A full list of Distributors can be found on Sun Xtender's website at [www.sunxtender.com](http://www.sunxtender.com).

- b. Upon Distributor's receipt of the Warranty Claim, including records of installation and removal and information requested in Section 4(a) above, Distributor will e-mail the Warranty Claim Form and the installation and removal records to Concorde at [orderentry@concordebattery.com](mailto:orderentry@concordebattery.com) within ten (10) days. Following receipt of such information, Concorde will determine whether the Battery is eligible for credit under this Limited Warranty, and, if so, whether the End-User is entitled to Full Warranty Credit or a Battery replacement. If Concorde requests to evaluate the failed Battery, it will issue a Return Material Authorization and End-User promptly will send the Battery to Concorde freight prepaid. End-User will retain ownership of the battery being returned and will assume risk of loss at the point of origin. End User will pack the Battery well so as to avoid damage in transit and will contact Concorde prior to making the return if uncertain about proper packaging or if the integrity of the Battery container, cover or either terminal have been compromised. An End-User who does not have an established account with a common carrier may contact Concorde prior to the return for freight prepayment options. If Concorde determines the warranty claim to be valid, it will credit the End-User for the ground freight charges paid on request. (A copy of the freight bill must be presented for credit to be issued). If Concorde determines that the warranty claim is invalid and the Battery has not been subjected to a tear down analysis with the End-User's permission, it will return the Battery at the End-User's expense.
- c. If the End-User or Distributor has warranty questions or wishes to obtain further information, the End-User or Distributor can contact Concorde at (626) 813-1234 or (800) 757-0303 during normal business hours,

excluding holidays, or may email [orderentry@concordebattery.com](mailto:orderentry@concordebattery.com) or may write:

Concorde Battery Corporation  
Attn: Warranty Department  
2009 San Bernardino Road  
West Covina, California 91790

## 5. **LIMITATIONS ON WARRANTY.**

- a. Concorde is not responsible for and this Limited Warranty does not cover removal of the failed Battery, installation of the replacement Battery, or other labor, rental service, administrative costs, freight charges (except as provided in Section 4(b)) or any other costs or fees incurred by the End-User. Warranty coverage is limited to either Full Warranty Credit or replacement of the Battery, at Concorde's option.
- b. Warranty claims will be handled solely pursuant to the terms and conditions stated in this Limited Warranty.
- c. **THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CONCORDE EXPRESSLY DISCLAIMS SUCH WARRANTIES. FURTHER, CONCORDE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE BATTERY OR THAT THE BATTERY WILL SATISFY THE END-USER'S PARTICULAR PURPOSE OR REQUIREMENTS.**
- d. **CONCORDE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF A SUN XTENDER BATTERY OR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR REVENUE, OR LOSS OF USE, INCURRED BY THE**

END-USER, HOWEVER CAUSED, WHETHER IN AN ACTION OR CLAIM ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RELATED TO THE BATTERY AND WHETHER OR NOT CONCORDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- e. No person, agent, Distributor, dealer or other third party is authorized to change, modify, or extend the terms of this Limited Warranty in any manner whatsoever.
- f. This Limited Warranty is governed by the laws of the State of California, excluding its conflicts of law principles.
- g. This Limited Warranty is not transferable.
- h. This Limited Warranty gives the End-User specific legal rights. An End-User operating in the United States may have other rights that vary from state to state.

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