

**Flux Power, Inc.**  
**Five-Year Limited Warranty – Crown Equipment Corporation**

**Flux Power, Inc. Battery Pack and Battery Management Systems Limited Parts and Labor Product Warranty**

Flux Power, Inc. (“Flux”) warrants that if the Battery Pack with battery management system sold by Flux (“Product”) or by a Flux authorized reseller proves to be defective in material or workmanship as defined by Flux’s specification within (5) years from the date of sale or 1,000 times the pack amp hour rating of total throughput, whichever comes first, Flux will, at our sole option, either replace the defective Product or component thereof, or provide without charge the labor and parts necessary to repair any such defect. The battery cells are then warranted pro-rata for an additional (4) years or 2,000 times the pack amp hour rating of total throughput, whichever comes first. The pro- rata replacement cost of a cell will be based on the larger value of the following two formulae.

To calculate covered replacement cost based on the 10-year period.

**CP** – Current new cell price

**WP** – Warranty period in months

**SP** – Current Service Period in months

**CP\* (WP-SP)/WP** = Covered Cost

To calculate covered replacement cost based on the Ah throughput:

**CP** – Current new cell price

**WT** – Warrantied Throughput (Ah)

**RT** – BMS Recorded Throughput (Ah)

**CP\*(WT-RT)/(WT)** = Covered Cost

The replacement cell shall only be warranted for the remaining unused portion of the original warranty. The cost of material freight charges, labor, and travel expenses of Flux representatives will be the responsibility of the purchaser. The use of a rental battery is not part of this warranty.

For purposes of this Limited Warranty policy, the Flux Power Inc. North America Warranty Region is defined as all 50 states of the United States of America, the District of Columbia, all 13 provinces and territories of Canada, and the 32 states of Mexico, and is effective provided Customers return warrantied product to the North America Warranty Region service center location, chosen exclusively by Flux, in order to receive warranty service.

The item Product shall not mean individual cells and/or batteries without the Flux battery management systems. Flux’s only responsibility under this warranty is to replace

with equivalent remaining life and nature of the Product or repair the product.

**Conditions, Limitation and Exclusions**

To obtain warranty service you must present your proof of purchase during the Warranty Period. In addition, only Product which has been authorized for return or repair by Flux with a Return Material Authorization (RMA) number will be accepted under the limited warranty.

If you make a warranty claim to Flux, Flux (or its authorized representative) reserves the right to inspect your Product before repairing or replacing your Product. If upon inspection of your Product no defect in material or workmanship is found, then you may be assessed a labor charge for the diagnostic work. Flux, in its sole discretion will determine whether your Product has a defect in material or workmanship.

You must ship the Product back to Flux in its original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk of loss or damage during shipping. Flux will cover authorized warranty shipping. Flux will ship the repaired or replacement Product to your freight prepaid if you use an address in the Continental United States. Shipments to other locations will be made freight collected.

This warranty is void if concluded by Flux that:

- a. The Product’s serial number is defaced missing or altered,
- b. The Product has been damaged by improper installation, loose connections, failure of another part in the equipment system or the claim results from accident, misuse, improper charging neglect or improper service,
- c. The Product including any software has been tampered with, modified or used in a manner contrary to its intended purpose in any way,
- d. The Product has been opened by any unauthorized person including the purchaser,
- e. Any individual cell within the battery pack extends outside the voltage range of 2.5 volts to 3.65 volts,
- f. The amount of discharge current exceeded 2C continuous,
- g. The maximum charge exceeds 1C at any one time,
- h. The Product has exceeded the temperature range of a negative 20 degrees Celsius to a positive 55 degrees Celsius during discharge, and 0 – 45

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- degrees Celsius during charge,
- i. the Product exceeds an average annualized depth of discharge of 80%, calculated by taking the depth of discharge of each cycle during a year and averaging,
  - j. the battery is not properly installed and integrated with the truck control systems,
  - k. the Product is not equipped with a data logger set to record 10 years of cycle data,
  - l. the battery has not been charged with an approved charger, running an approved charge profile,
  - m. the Product is damaged due to being used in conditions inconsistent with its IP rating,
  - n. the Product is in long term storage and not charged fully every 6 months,
  - o. the Product has been reconfigured or modified to include any component not originally included in the assembly of the Product.

This Limited Warranty does not cover damages that result from unauthorized or unreasonable use, misuse, abuse, accidents, fire, flood, or other acts of God. Removal, installation transportation, labor, inconvenience, damage to other components, personal damage or injury, and/or any injury or liability to other persons or property are specifically excluded from this Limited Warranty.

If the product is equipped with an on-board (internal) charger, then the Warranty Period as mentioned above does not apply to the on-board charger. The on-board charger has a separate Warranty Period of two years. The on-board charger can be replaced under warranty if all the following are applicable: the battery is still within its own Warranty Period, the existing on-board charger is still within its own two-year Warranty Period, and Flux has concluded that the failure relating to the existing on-board charger is not one that voids any warranties outlined above.

**General Provisions**

The Product is new technology and may be modified or improved over time in subsequent versions of the Product. Flux reserves the right to make changes to future versions of the Product without assuming any obligation to make such changes to previous Product. The Product has been engineered and tested by Flux. However, if Flux determines that there is a systematic defect in the Product, Flux may initiate a voluntary Product recall. In the event of a voluntary Product recall, Flux will reimburse Purchaser the price paid for the

Product amortized over the Warranty Period. The remedies set forth in this paragraph are Purchaser's sole and exclusive remedy in the event of a voluntary recall. In the event Purchaser chooses not to participate in a voluntary recall, to the extent permitted by law, the express warranties set forth herein shall be void.

This Limited Warranty provides specific legal rights, and Purchaser may also have other rights that vary from state to state. Flux's responsibility for a defective Product is limited to repair or replacement, as set forth in this Limited Warranty statement. All expressed and implied warranties for the Product, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, are limited in duration to the Warranty Period set forth above, and Flux expressly disclaims all warranties not expressly stated herein. Some states do not allow limitations on implied warranties, so the above limitation may not apply to you.

It is understood and agreed that Flux's liability and Purchaser's sole remedy, whether in contract, under any limited warranty, in tort (including negligence), in strict liability, or otherwise, shall not exceed the return of the amount of the purchase price for the Product paid by Purchaser, and under no circumstances shall Flux be liable for any special, incidental or consequential damages, including, but not limited to, personal injury, property damage, damage or loss of equipment, lost profits or revenue, cost of renting replacements and other additional expenses, even if Flux has been advised of the possibility of such damages. The price stated for the Product is a consideration in limiting Flux's liability and Purchaser's remedy. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Flux will not be liable for any damages, losses, or expenses as a result of Purchaser's negligence, whether deemed active or passive, and whether or not any such negligence is the sole cause of any such damage, loss or expense.