

Flux Power, Inc.
Eight-Year Limited Warranty for Lithium-Ion Batteries
(“Limited Warranty”)

Flux Power, Inc. (“Flux”) warrants that if the Lithium-Ion battery (“Product”) sold by Flux or by a Flux authorized reseller proves to be defective in material or workmanship within the Warranty Period (as defined below), Flux will, at its sole option, either replace the defective Product or provide without charge the labor and parts necessary to repair any such defect.

The Warranty Period for the Product (excluding Wear Items) is defined as eight (8) years from the date of sale from Flux or, if the Product is a demo, from the date of the signed demo agreement, or 3,000 times the Product’s amp-hour rating of total amp-hour throughput, whichever comes first. The Warranty Period for “Wear Items”, defined as mechanical, electrical, or protective components, external to the Lithium-Ion cell module including the charge and discharge connector, external wiring, SOC gauge, telematics unit, fans, and main power connectors, is limited to a period of five (5) years from the date of sale from Flux or 3,000 times the Product’s amp-hour rating of total amp-hour throughput, whichever comes first. Flux reserves the right to, at its sole discretion, modify the definition of Wear Items as product enhancements are introduced. Any change to the definition of Wear Items will be expressly written in future Limited Warranty policies, and applicable only to product shipped subsequent to the express, written Limited Warranty policy modifications.

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.

Flux’s only responsibility under this Limited Warranty is to either replace the Product with one of equivalent remaining life and nature, or repair the Product.

Conditions, Limitation, and Exclusions

This Limited Warranty is applicable only to the original purchaser of the Product (“Purchaser”), and may not be assigned or otherwise transferred. Further, this Limited Warranty is only applicable to the sale of a new Product. If Flux repairs or replaces the Product, its Limited Warranty term is not extended.

To obtain warranty service under the Limited Warranty, the proof of purchase during the applicable Warranty Period must be presented to Flux. In addition, only a Product that has been authorized for return or repair by

Flux with a Return Material Authorization (RMA) number will be accepted for warranty service.

Flux (or its authorized representative) reserves the right to inspect any Product presented for service under the Limited Warranty before repairing or replacing the Product. If upon inspection of the Product, no defect in material or workmanship is found, Flux reserves the right to assess a labor charge for the diagnostic work, as well as any shipping costs incurred. Flux, at its sole discretion, will determine whether a Product has a defect in material or workmanship.

The Product must be shipped back to Flux in its original or equivalent packaging, shipping charges prepaid. Flux does not assume or accept the risk of loss or damage during shipping. Flux will cover authorized Limited Warranty shipping costs, so long as a defect in material or workmanship is found. Flux will return ship the repaired or replacement Product freight prepaid to an address in the continental United States. Shipments to other locations will be made freight collected. Flux owns all parts removed from any repaired Product. Flux will use new or reconditioned parts in performing Limited Warranty repairs and building replacement products.

This Limited Warranty is void if Flux, in its sole discretion, concludes 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 -4°F to 131°F during discharge, or 32°F to 113°F 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) there is evidence of ‘hot disconnects’,
- (l) the Product has not been charged with an approved charger, running an approved charge profile,

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- (m) The Product was not charged through the charge port, if provided,
- (n) The Product is damaged due to sitting in standing water or used in conditions inconsistent with its IP rating,
- (o) The Product is in long term storage and not charged fully every 6 months,
- (p) The Product was shipped outside of the North America Warranty Region at any point subsequent to the original shipment of Product from Flux to Customer,
- (q) 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.