



# BINTELLI

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## Bintelli Lithium Battery 5-Year Limited Warranty

Bintelli LLC (the Manufacture, hereafter “Bintelli”) warrants each Bintelli branded Lithium Iron Phosphate (LiFePO<sub>4</sub>) battery (“the battery”) sold by Bintelli or any of its authorized distributors or dealers, to be free of manufacturers defects for a period of 5 years (“the Warranty Period”) from the date of sale as determined by buyer’s sales receipt.

### **NON-TRANSFERABLE**

This Limited Warranty is to the original purchaser of the battery and is not transferable to any other person or entity. Please contact the place of purchase regarding any warranty claim.

### **WARRANTY EXCLUSIONS**

This Limited Warranty does not cover any Battery subjected to the following conditions:

- Damage due to being unsecured or insufficiently secured
- Improper installation, use, maintenance, or service
- Loose battery terminal connections
- Batteries connected in series
- More than 3 batteries connected in parallel
- Reverse polarity connections
- Inappropriate storage conditions as defined by battery Owner’s Manual including but not limited to, exposure to extreme ambient temperatures above 140F or below -40F, fire, any type of water submersion and or pressure washing, and/or storing battery in a completely discharged state
- Any short circuit caused by accidental, intentional, or inadvertent connection of the positive and negative terminals
- Damage caused by impact, accident, collision, or drop
- Under/over charging the Battery
- Use with other third-party product(s) which fail
- High resistance as a result of corroded terminals, poor crimps, or insufficient cable size
- Battery that fails as a result of a faulty electrical system
- Battery that has been opened, modified or tampered with in any way.
- Battery that was used for applications other than which it was designed and intended for,

including repeated engine starting, or drawing more amps than the battery is rated to continually discharge in its respective specifications

- Battery that has not been charged for over 1 year (batteries need to be charged periodically to maintain battery cell health)
- Battery that has been used in a commercial application where it is cycled to more than 80% depth of discharge repeatedly within 24 hour periods.

**Batteries purchased from non-authorized dealers carry no warranty.**

The warranty does not cover failures that occur outside the United States

Service calls, towing, loss of time, inconvenience, and loss of use of the vehicle, lost wages, lost profits, or any other consequential or incidental damages are hereby specifically excluded from this warranty.

**PRORATED BASIS, REGISTRATION REQUIRED FOR FULL TERM COVERAGE**

The sale of the battery/vehicle must be registered by Authorized Dealer in order to receive full warranty coverage. Any battery not registered within 60 days from date of purchase shall be covered by the conditions of this warranty policy for a period of one (1) year from date of purchase shown on proof of purchase.

All registered batteries shall be covered by a free credit, replacement or repair for a period of thirty six (36) months from date of purchase. After the thirty six (36) months, all registered batteries shall be covered on a prorated basis beginning from the date of purchase.

Within the first thirty six (36) months of the Warranty Period, subject to the exclusions listed above, if the battery is determined to be defective in material or workmanship, Bintelli will, at its own discretion, credit, replace or repair the battery and/or parts of the battery. After thirty six (36) months, if the battery is determined to be defective in material or workmanship, Bintelli will, at its own discretion, repair or replace the battery on a prorated basis, as further described, starting from date of purchase. After thirty six (36) months, the warranty shall be prorated using the following formula:  $(\text{original retail price} \times (\text{months since original purchase} \times .75\%)) = \text{buyer's payment for repair or replacement}$ . The following table will serve as an example of the application of the formula above and will help the buyer understand its financial responsibility for repairs or replacement of a battery after the initial three year period:

Original Purchase Price Example	Months Since Original Purchase	Total Warranty Term	Buyer's Responsibility for Repair or Replacement
\$2,200	<36	60	\$0.00
\$2,200	36	60	\$594
\$2,200	47	60	\$776
\$2,200	50	60	\$825
\$2,200	59	60	\$974

For example, for month fifty (50) the calculation is  $(50 \times .0075) * \$2200 = \$825$

Buyer shall pay to Bintelli the corresponding amount for which they are responsible, as provided using the formula above, for any requested repair or replacement after the first thirty six (36) months of the Warranty Period. If the battery was not purchased separately and instead was included with the purchase of a vehicle, the original purchase price shall be deemed to be \$2,200.

### **Return Shipping**

In the event buyer's battery needs to be returned to Bintelli for any reason, it must be shipped in a lithium ion UN approved shipping box to an authorized Bintelli dealership. If buyer did not save the original packaging, Bintelli will need to send buyer packaging to return the battery. The cost of this service for batteries weighing up to 79 lbs will be \$25 plus the actual shipping charges to the destination. For batteries weighing more than 79 lbs, buyer will need to contact Bintelli for a box and shipping quote.

The cost of shipping and packaging to send the battery to Bintelli for warranty evaluation shall be the sole responsibility of the buyer. Any battery deemed defective in material or workmanship shall be repaired or replaced, and returned to the buyer at the expense of Bintelli.

Bintelli recommends buyer fully insure any return shipment in case of loss or damage in transit. Buyer shall use a carrier that can provide buyer with tracking numbers and proof of delivery.

If buyer needs assistance with shipping a battery to Bintelli for warranty evaluation, Bintelli may require a deposit of \$300 to cover the cost of return shipping and diagnosis. Any shipment which arrives damaged or without an RMA will be refused or held at the facility until the buyer pays for return shipping or files an insurance claim.

### **WARRANTY DISCLAIMER**

This limited warranty is in lieu of, and manufacturer disclaims and excludes, all other express warranties. Manufacturer further limits the duration of all, whether statutory, express or implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose, to the warranty period. Manufacturer's exclusive liability for breach of any warranty on the battery shall be to replace the battery within the warranty period in accordance with the terms of this limited warranty. In no event shall Manufacturer be liable for any loss or damages of any other kind, whether direct, incidental, consequential including lost profits, exemplary, special or otherwise, including any lost profits or removal, shipping, property damage, injury, or installation expenses.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW,

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

**LEGAL RIGHTS**

Some countries and/or states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to buyer. This warranty gives you, as the buyer, specific legal rights, which may vary from country to country and/or state to state. This warranty shall be governed by and interpreted in accordance with the laws of Utah. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Bintelli is authorized to make any warranty in addition to those made in this agreement.

**NON-WARRANTY REPAIRS**

If outside of the warranty period or for damage not covered under the warranty, Bintelli, at its sole discretion, may offer to repair the battery for a fee. Bintelli will provide an estimate to repair and ship the battery.