

Metindustrial (Pty) Ltd T/A FIRST BATTERY

SURFACE MOTIVE POWER: LIMITED WARRANTY TERMS AND CONDITIONS

VENTED LEAD ACID (VLA) – PzS & PzB TRACTION2V CELLS

Applicable for batteries used in traction cycling applications.

In the event that the Consumer Protection Act 68 of 2008 does not apply to the provision of product by First Battery to the customer, the following warranty shall apply to First Battery VLA - PzS and PzB 2Vcells ordered after 1 May 2022.

First Battery guarantees to the original Purchaser (referred to as “User”) that all First Battery VLA - PzS and PzB 2V cells delivered in:

Filled and charged (wet) condition will be free of defects in material and/or workmanship for the following limited warranty period:

- 4 YEAR LIMITED WARRANTY for the duration of 1248 cycles of charge/discharge OR 4 (Four) years maximum (whichever occurs first).
- Via express written and signed consent from First Battery senior management this warranty can be extended from four (4) to five (5) years or 1500 cycles of charge/discharge (whichever occurs first). The extension will only be granted if a maintenance contract is signed with First Battery.

The above limited warranty term is valid, as from the delivery date, when:

- the monthly average usage of 26 cycles of charge/discharge (maximum of 80% of discharge of the cell’s five-hour rated capacity in 24 hours and for up to 312 cycles in a year applicable to the four (4) year limited warrantee.

the monthly average usage of 25 cycles of charge/discharge (maximum of 80% of discharge of the cell’s five-hour rated capacity in 24 hours and for up to 300 cycles in a year applicable to the extended five (5) year limited warrantee

- the batteries are installed, operated (in traction cycling application only), service and maintained according to the Installation, Operation & Maintenance Instructions provided exclusively by First Battery.
- the operating temperature is between 0°C and 35°C.

First Battery's only responsibility under this warranty is:

- to repair or replace free of charge the faulty cells during the initial 312 cycles (4-year limited warranty) / 300 cycles (extended 5-year limited warranty) or 12 months (whichever comes first) (this is at the company's discretion).

Thereafter and during the remainder of the warranty term any replacement or repairs to the battery by First Battery will be performed on a pro rata basis. For example, should a cell fail after 3 years [or 936 cycles] the cost to the customer for repair or replacement of the cell will be limited to 36/48 of FNB current list price.

The replacement battery or the battery that has been repaired shall only be warranted for the remaining unused portion of the warranty of the original battery.

Single cell Replacements:

- There is no warranty on single cell replacements.
- It is not advisable to do single cell replacements on any battery pack.
- This is deemed as a quick fix for breakdown purposes only.
- By placing a new cell in a used pack, the new cell will fail prematurely as the old cells will drain power from the new cell shortening its life span. (Hence no warranty)

In the event of an alleged defect, the User must report it in writing within fifteen (15) days to First Battery.

The User may be instructed to either:

1. hold the batteries at the installation site and permit their inspection by First Battery representatives.
2. return the suspected faulty cells or claimed batteries to First Battery for examination and a laboratory analysis. Depending on the scheduled work in the laboratory the result of the test could take up to 6 weeks. During this time, First Batteries will request the User to provide a purchase order number for new cells as replacement for the cells on

test. Payment for these cells will not be enforced by First Battery until a final report on the tested cells are made available and a final decision is made with regards to the full replacement of the cells (Customer account will be credited) or a pro-rata calculation as explained above. (Customer account will be credited and debited with the pro-rata calculation.

A VLA Battery (type PzS & PzB) may be considered defective:

- if there are flaws in material or workmanship which have an effect on product safety, life or performance or if it fails to deliver initially:
- 85% of its C5 rated capacity, after proper installation and commissioning charge, as determined by a capacity test approved by First Battery.
- 80% of its C5 rated capacity, until the end of warranty period, as determined by a capacity test approved by First Battery.

Rated capacity refers to the published performance ratings in First Battery technical literature at the time of delivery.

The User is responsible and obliged to return any defective battery/cells to First Battery Upon return of any defective battery by User the User releases to First Battery all title and interest with respect to the returned Battery.

The cost and responsibility for removal of the defective Battery/cells and its shipment to First Battery premises, the freight & installation charges of the replacement battery and all other costs related to the replacement process will be the responsibility of the User should the final report done on the battery/cells indicate that the battery/cells are not defective.

TERMS AND CONDITIONS

1. Each battery must be properly sized regarding weight and capacity for the duty cycle it is to perform. The battery must be matched to the proper size charger and proper control to recharge the battery. Minimum charging times and loads shall be respected. In case the battery charger is not provided or approved by First Battery, the User is responsible for his selection.
2. This warranty is void if the battery becomes unserviceable due to fire, wreckage, freezing, neglect, evidence of high temperatures, any act of God, or if the battery is subject to misuse or physical damage, or if the Battery has been serviced, or repaired by someone other than an authorized First Battery service provider.

3. If electrolyte for the battery is supplied by another supplier, warranty will be terminated immediately, unless the User is in receipt of written approval by First Battery in advance.
4. This warranty is void if the First Battery cells are connected with cells of different models or different brands.
5. User must immediately discontinue the use of the battery after discovery of a safety defect and report it to First Battery in writing. Otherwise, this warranty is void.
6. Damages related to transportation will be handled according to each time agreed Incoterm.
7. In case any of the above is not strictly observed, the warranty shall be cancelled immediately.
8. This warranty is valid for and construed only towards the original Purchaser, who may further transfer its terms and conditions to any end-user, provided that all communications and possible claims will be handled only between First Battery and the original Purchaser. For the avoidance of any doubt, it is further clarified that First Battery's warranty liability is valid against only the original Purchaser.

LIMITATIONS

This limited warranty is given under, shall be governed by, and construed in accordance with, the laws of South Africa and

THIS LIMITED WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHICH EXCEEDS THE RESPONSIBILITIES EXPRESSLY SET FORTH HEREIN. THE SOLE AND EXCLUSIVE LIABILITY OF FIRST BATTERIES AND ITS AFFILIATES SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF PARTS OR COMPONENTS CONTAINED IN THE PRODUCTS SOLD WHICH MALFUNCTION AS A RESULT OF DEFECTS IN MATERIAL OR WORKMANSHIP. FIRST BATTERY AND ITS AFFILIATES SHALL NOT BE LIABLE IN CONTRACT OR TORT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF A COMMERCIAL NATURE, INCLUDING BUT NOT LIMITED TO (I)

INJURIES OR DAMAGE CAUSED TO EQUIPMENT OR CONTENT, ARISING OUT OF A MALFUNCTIONING PRODUCT OR ITS PARTS OR COMPONENTS THEREOF, OR AS A RESULT OF DEFECTS IN MATERIAL OR WORKMANSHIP (II) LOSS OF TIME, TRANSPORTATION COSTS, LABOR, TOWING, EQUIPMENT RENTAL OR OTHER EXPENSES WHILE PRODUCTS ARE OUT OF SERVICE.

No action or proceeding arising out of, for breach of, or in any manner relating to this limited warranty or the products manufactured or sold by First Battery may be brought by anyone after three months from notification to First National Battery of in-warranty failure.

First Battery shall not be liable for any special, indirect, incidental, or consequential damages arising out of the sale or relating to the use, maintenance, transportation, or installation of the Battery.

The User assumes responsibility for personal injury and property damage resulting from the handling, possession, or use of the Battery.

In no event, shall the liability of First Battery for any and all claims, including claims of breach of warranty or negligence, exceed the purchase price of the Battery. The assertion of a warranty claim in no case extends the warranty period.

This warranty is understood to be the exclusive agreement between the parties relating to the subject matter here for. No representing agent unless noted so by First Battery in writing is authorized to any warranty in addition to those made in this agreement.

CONTACT US:

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T/A

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