EnergyCell 1000XLC Battery

Limited Warranty

OutBack Power, an EnerSys company ("OutBack"), conditionally provides to the purchaser ("Purchaser") of this product ("Product") with a warranty ("the Warranty") of ten (10) years for use in energy storage and renewable energy applications with other OutBack products. OutBack warrants the Product to i) be free from defects in material and workmanship, ii) conform to the published or designated specifications for the Product's physical characteristics, operating and performance ("Specifications"), and iii) should Purchaser discover and report any defects or nonconformities to OutBack, upon satisfactory investigation of Purchaser's claim, shall correct such defect or nonconformity by either, at OutBack's option, i) repairing any defective or damaged part or parts of the Products, ii) making available a replacement Product or any necessary repaired or replacement parts; or iii) providing a credit to Purchaser in the amount of the purchase price of the Product, each exclusive of any labor, installation, transportation, service, or test-related costs or charges.

Upon return by Purchaser under the Warranty, all Products that have been replaced by OutBack shall become the property of OutBack.

The warranty period of ten (10) years applies to a Product installed in a system with OutBack inverters and other ancillary products and monitored using OPTICS RE and/or datalogging. For a Product installed with non-OutBack equipment, the warranty period shall be seven (7) years.

The warranty does not apply to any Product or Product part that has been modified or damaged by the following:

- Installation or removal;
- Charging, discharging, or commissioning not according to Product specifications or instructions;
  - Note that the Warranty shall be void for any Product where the number of discharges exceed 3800 cycles during the Warranty period with a 50% discharge depth
  - The amount of cycling will be determined by a tear-down analysis of the batteries
- Storage, usage, or maintenance not in accordance with Product specifications or instructions;
  - Note that the Warranty period for any Product which has been installed in an environment where the temperature exceeds 25°C (77°F) shall be proportionately reduced by fifty percent (50%) for every 8°C increase in temperature above 25°C
  - Operation or storage of the Product for any length of time in an environment having a temperature above 50°C will void the Warranty
- Normal wear and tear;
- Accident, abuse, or neglect, including breakage of containers, covers, or terminal posts;
- Incorrect installation, including improper orientation, unapproved battery racks, and reversed polarity;
- Loose wiring;
- Failure to periodically equalize;
- Freezing;
- Use of a smaller-sized battery than the system requires;
- Alteration, disassembly, or service by an unauthorized facility;
- Any other make/model in the same battery bank as the Product;
- Incidental or consequential damage caused by other components of the power system;
- Lightning, fire, floods or acts of God;
- Shipping or transportation;
- Incidents not foreseeable by OutBack.
A Product will not be considered defective or nonconforming if it has delivered at least seventy percent (70%) of its rated capacity during the Warranty period. This will be determined by recharging the battery for 48 hours, then discharging and measuring the amount of ampere-hours used against the stated capacity of the battery. The limits of usage are as follows.

- Total battery usage is to be within 2700 cycles at 70% depth of discharge (DoD 70%) during the warranty period. (In terms of calendar year, the usage is about 17 years at 25°C.)
- Maximum current is to be limited to charging at a rate of 20% of the battery’s stated capacity, and discharging at 40% of the battery’s stated capacity.
- Operating voltage is to be between 1.8 volts per cell (Vpc) and 2.42 Vpc.
- Every cycle shall be controlled to less than DoD 70% and between state of charge (SoC) levels 30 to 90% for partial state of charge operation (power fluctuation control in a load-leveling system).

The preceding paragraphs set forth the exclusive remedies of Purchaser for all claims based on a defect in or nonconformity of the Product, whether the defect or nonconformity arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence and strict liability), or otherwise.

The Warranty shall be enforceable by Purchaser of the Products.

Warranty coverage expects that Purchaser has promptly notified OutBack of any defects or nonconformities and cooperated with OutBack by making the Product available for assessment and/or repair by OutBack. Warranty claims for full replacement must be made within three (3) months from failure.

The term of this Warranty begins on the date indicated by the manufacturer’s date code on the battery. This Warranty applies to the original Product purchaser, and is transferable only if the Product remains installed in the original use location.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO OUTBACK PRODUCTS. OUTBACK EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF ITS PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUTBACK ALSO EXPRESSLY LIMITS ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACEMENT IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY AND EXCLUDES ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, EVEN IF IT IS MADE AWARE OF SUCH POTENTIAL DAMAGES. IF YOU ARE A CONSUMER THAT PURCHASED THIS PRODUCT IN A MEMBER STATE OF THE EUROPEAN UNION, YOU MAY HAVE ADDITIONAL STATUTORY RIGHTS UNDER DIRECTIVE 1999/44/EC. THESE RIGHTS MAY VARY FROM EU MEMBER STATE TO EU MEMBER STATE. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

OutBack’s liability for any defective Product, or any Product part, shall be limited to the repair or replacement of the Product, at OutBack’s discretion. OutBack does not warrant or guarantee workmanship performed by any person or firm installing its Products. This Warranty does not cover the costs of installation, removal, shipping (except as described below), or reinstallation of Products or parts of Products.

Resources
To learn more about OPTICS RE, visit the following website location:
https://opticsre.com/

How to Register the Product
To register the product, use the online form at the following website location:
http://www.outbackpower.com
Arranging for Warranty Service

In the event of a failure, Warranty service is provided by the installer, dealer, or distributor. Defective Product will be replaced under the Warranty. In the event that the installer, dealer, or distributor cannot provide support or needs more information, contact OutBack Technical Support at +1.360.435.6030, direct at +1.360.618.4363, or support@outbackpower.com. To ensure Warranty coverage, this contact must be within the Warranty period beginning on the invoice date. During this period, OutBack Power will repair or replace a Product covered under this Warranty that is confirmed defective.

Troubleshooting

One party will need to work with an OutBack Technical Support representative to perform troubleshooting. This is a required step and requires a qualified technician to be present at the site of the Product with a quality DC voltmeter. The OutBack representative will request voltmeter readings and other information. Because Product performance is dependent on temperature, in order to validate the Warranty, the OutBack representative may request documentation verifying that the Product was operated in a temperature-controlled environment.

If OutBack determines the Product or Product part is defective and that the defect is covered under this Warranty, OutBack will then and only then ship a repaired or replacement Product or Product part to the purchaser freight prepaid, non-expedited, using a carrier of OutBack’s choice, where applicable. The warranty period of any repaired or replacement Product or Product part is ninety (90) days from the date of shipment from OutBack, or the remainder of the initial warranty term, whichever is greater. OutBack reserves the right to request Products to be returned to OutBack for analysis.

This Warranty is void for any Product that has been modified by the customer without authorization by OutBack. A Product with a voided warranty will be treated the same as one with an expired warranty.

IMPORTANT: Recycle Batteries

Batteries are considered hazardous waste and must be recycled according to local jurisdiction. The following websites and phone numbers provide additional information for recycling electronic products and batteries.

Recycling Information

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<tr>
<th>Name</th>
<th>Website</th>
<th>Email</th>
<th>Address</th>
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<tr>
<td>Environmental Protection Agency, USA</td>
<td><a href="http://www.epa.gov/recycle">http://www.epa.gov/recycle</a></td>
<td><a href="mailto:info@kab.org">info@kab.org</a></td>
<td>EPA USA</td>
<td>+1.203.659.3000 (Main number)</td>
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<tr>
<td>Keep America Beautiful, USA</td>
<td><a href="http://www.kab.org/">http://www.kab.org/</a></td>
<td></td>
<td>1200 Pennsylvania Avenue NW Washington, DC 20460</td>
<td>+1.203.659.3001</td>
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<tr>
<td>OurEarth.org, USA</td>
<td><a href="http://www.ourearth.org">http://www.ourearth.org</a></td>
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<td>+1.410.878.6485</td>
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<td>National Institute of Recyclers, Mexico</td>
<td><a href="http://www.inare.org.mx">http://www.inare.org.mx</a></td>
<td><a href="mailto:contacto@inare.mx">contacto@inare.mx</a>, <a href="mailto:inareinfo@gmail.com">inareinfo@gmail.com</a></td>
<td>1010 Washington Boulevard Stamford, CT 06901</td>
<td>+1.55.5785.9160, +1.800.841.9750, +1.55.5784.1279</td>
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<tr>
<td>EuroRecycle.net, Europe</td>
<td><a href="http://euro.recycle.net">http://euro.recycle.net</a></td>
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