

Limited Warranty BC Series (BC and BC 2)

ZincFive, Inc. ("ZincFive") takes pride in engineering and manufacturing products that meet our customers' needs for high quality, reliable uninterruptible power solutions. As part of that commitment, we are pleased to provide our customers with this limited warranty ("Limited Warranty").

1. ZincFive, Inc. ("ZincFive") warrants all new BC Series Battery Cabinet products it sells against defects in material and workmanship under normal use and service for a period of two (2) years for cabinet, electronic, and electromechanical components and ten (10) years for the battery string. A 3-year warranty extension for electronic and electromechanical components is available for an additional cost, please contact ZincFive for options.

Section 3 below contains the detailed conditions for a claim to be covered by this Limited Warranty. The Limited Warranty period commences on the earlier of the date the product(s) is commissioned or 6 months from the date of shipment from ZincFive to a ZincFive end user, authorized dealer or distributor.

- 2. This Limited Warranty provides for replacement or repair (at ZincFive's sole option) of ZincFive products by ZincFive or by a ZincFive authorized repair service. This Limited Warranty shall not apply to products that have been repaired by service personnel other than those authorized by ZincFive. ZincFive's products that have been altered, operated outside of manufacturer's recommended parameters, or modified without the express written consent of ZincFive will void this Limited Warranty.
- 3. Defective batteries will be repaired or replaced (at ZincFive's option) with like product which may utilize refurbished parts within the warranty period, given all the following conditions are met as determined by authorized ZincFive service personnel:
 - a) A proof of warranty claim is made based on the battery management system's proprietary State of Health (SOH) Algorithm defining that the battery does not meet the expected requirements based on voltage and temperature during operation and is deemed to require replacement. These requirements are defined in the operating manual of the BC Series Battery Cabinet.
 - b) The battery modules have not been stored for more than 6 months from date of shipment and have been stored within the ambient temperature range of -20°C to 50°C
 - c) The battery modules have been operated within the ambient temperature range of 20°C to 35°C with the exception as outlined in section 3.d.
 - d) During operation, ambient temperature excursions outside of the recommended maximum operating temperature up to 50°C are allowed as long as the excursion time does not exceed 5% of the total accumulated time-in-service.
 - e) The string has not been discharged below the minimum string voltage cutoff point.
 - f) Maintenance, storage, and conditioning has been preformed according to manufacturer's instructions found in the operating manual, storage requirements, and conditioning procedure documents. The data for the proof of claim originates from the cabinet's battery management system.
 - g) All relevant UPS logged battery discharge data or event log/history relevant to the failure must be recorded in the RMA document.

- 4. This is the exclusive warranty on the product and replaces any and all other warranties relating to this product from ZincFive or any party allegedly making warranties on ZincFive's behalf. All remedies are restricted to repair or replacement of the affected product at ZincFive's sole discretion. ZincFive is not liable for damages, which may include lack of uninterrupted or error free operation, loss of profits, loss of data, loss of use, damage to other products, costs of installation or removal of defective equipment. ZincFive is not responsible for any damage or injury directly or indirectly incurred due to design, operation or defect of its products.
- 5. This Limited Warranty only applies to defects which have arisen from system failures related to components or workmanship of ZincFive product(s) and does not apply to any other defects which may have been due to other causes, including but not limited to the following:
 - a) Accidental or other damage caused by abuse, misuse, mistreatment, abnormal stress or strain or vehicular accident;
 - b) Damage as a result of exposure to harsh conditions, such as, temperatures below or above the operational limits outlined in the Owner's Manual, electrical power spikes, negligence, improper installation including but not limited to incorrect wiring or improper grounding, improper battery storage including exposure to corrosion, damage by vermin, damage relative to immersion in water or other liquids, lack of proper care and/or preventative maintenance;
 - c) Use or maintenance of ZincFive products in any manner not approved or recommended by ZincFive including unauthorized servicing, repair, and/ormaintenance;
 - d) Alterations or repair of ZincFive products other than as approved in writing by ZincFive;
 - e) Alteration of serial numbers or identification marks; and
 - f) Acts of God, which may include earthquakes, storm damage, lightning strikes, flooding or any other cause beyond the range of reasonably anticipated events.
- 6. This limited warranty does not provide to the customer or other parties any remedies other than those stated above. No representational warranty regarding product performance, whether expressed or implied, by any representative of ZincFive or agent of ZincFive, shall be binding upon ZincFive.
- 7. ZincFive reserves the right to inspect and render a final decision in its discretion on each product submitted under this warranty. If a product is repaired or replaced, the repaired or replaced ZincFive product's warranty period will continue from the date of the original product's purchase and not from the date of the repair or replacement. Warranty decisions are solely at the discretion of ZincFive.
- 8. ZincFive reserves the right to improve or make product modifications without incurring obligation to update, retrofit or install such modifications on previously sold products. However, ZincFive may make upgrades and product improvements available to end users free-of-charge or for an upgrade fee at ZincFive's sole discretion. Replacements will be of like product and no commitments are provided that the same ZincFive product will be provided. In the event of a repair of product or a replace of said product, the warranty for such repair or replacement will continue only as long as the original warranty and will not extend past such original warranty end date.

- 9. ZincFive will not cover the shipping costs of authorized returned goods to ZincFive but will pay for return shipping if product is deemed to qualify under this Limited Warranty. Returned products must be shipped in authorized packaging materials. Any repairs required due to improperly packaged equipment will be the financial responsibility of the shipping party.
- 10. This Limited Warranty is only valid to the original purchaser or upon transfer of the full ZincFive product to an end user. If it is deemed necessary to repair or replace a ZincFive product the replacement product assumes the original warranty date.
- 11. Warranty Claim Process:

Written authorization for the warranty return material authorization (RMA) must be obtained in advance from ZincFive service and support department or by emailing support@zincfive.com ZincFive will perform warranty repairs at its place of business, or designated repair location per its standard warranty procedures. All communications with the end users or distributors/customers will be handled via ZincFive service and support representative. In the event that product is returned and outside-of-warranty repairs are deemed necessary due to no fault of the equipment manufacturer, ZincFive will provide a service quotation to the end customer for approval and proceed with such repairs only after receiving written authorization from the end customer's service and support representative. ZincFive will then invoice the end user or other responsible party for a payment processing based on established payment terms.

THIS LIMITED WARRANTY SUPERCEDES AND REPLACES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES FOR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, COURSE OF DEALING OR PERFORMANCE, AND USAGE OF TRADE. ALL SUCH OTHER WARRANTIES ARE DISCLAIMED. ZINCFIVE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER ENTITY TO ASSUME ANY LIABILITY OR PROVIDE ANY OTHER WARRANTY IN CONNECTION WITH THE SALE OR SERVICE OF ANY ZINCFIVE PRODUCTS. ZINCFIVE IS NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXTRAORDINARY OR SPECIAL DAMAGES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR ELIMINATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS OR EXCUSIONS MAY NOT APPLY TO YOU.