



Hydrocell Power Industrial Co.,Ltd Warranty Terms

These Warranty Terms apply to the range of standard lithium batteries manufactured by Hydrocell Ltd and supplied under the "HYDROCELL" brand ("Battery" / "Batteries"), as listed on this website link www.hydrocell-battery.com The Warranty Terms include:

- A limited manufacturer's warranty with 5 year replacement guarantee, and
- A Disclaimer.

These Warranty Terms are in addition to and do not affect your legal rights against the seller of the Battery or arising from product defects.

Who Is this Warranty From? HYDROCELL, a company incorporated in Xiamen, China and registered as "HYDROCELL" ("we," or "us").

Who Is this Warranty To? HYDROCELL issues this Warranty to you the customer, as a business user or consumer in global wide and who has purchased a new battery from us or from our distributors or retailers to be used for specified purposes.

The Warranty will also apply to any subsequent purchaser of the Battery, who can demonstrate that he or she is the Battery's rightful owner. The Warranty Period runs from the date that the initial owner purchased the Battery.

What else do I need to read? These Warranty Terms refer to and should be read together with:

1. **HYDROCELL User's Manual** can be found at www.hydrocell-battery.com which contains safety instructions, guidelines for installation and use of the Batteries, and Do's and Don'ts for usage ;
2. The **Specification Sheet** for the relevant Battery available at www.hydrocell-battery.com

What Does this Warranty Do? We, HYDROCELL, warrant and guarantee to you that the Battery is free from material defects and will function in accordance with the **Warranted Functionality** for the **Warranty Period** pursuant to these Warranty Terms.

- **Warranted Functionality** means the Battery will, **under Normal and Intended Use**, function substantially in accordance with the Battery's Specification Sheet during the Warranty Period.
- **Normal and Intended use** means the Battery being used in accordance with (i) the Application & Operating Conditions in the Specification Sheet and (ii) the User Manual, including the safety instructions, the guidelines for installation and the Do's and Don'ts for usage.
- **Misuse** means the Battery being used contrary to, or in a manner inconsistent with: (i) the Application &/or Operating Conditions in the Specification Sheet, or (ii) the User Manual, including the safety instructions, the guidelines for installation and/or the Do's and Don'ts for storage and usage.

What Does this Warranty Not Cover? Our Warranty does not cover

- damage resulting from **Misuse**. This includes but is not limited to improper storage, abuse, neglect, mishandling, exposure to extreme conditions including extreme heat, dirt, or sand.
- damage from failure to properly maintain the Battery, in particular, a failure to follow the installation and maintenance instructions in the User Manual;



- damage to the Battery resulting from accident, collision, external force (including being dropped or subjected to external impact);
- damage from exposure to a force majeure or external event, such as lightning strike, flood, immersion in water for extended period, or fire.
- Batteries that have been physically or electronically altered, modified, undergone unauthorized repairs, or have third-party parts added;
- once the Battery has reached or exceeded the Cycle Life (number of Battery discharges and recharges) as set out on the Specification Sheet

all referred to as “**Excluded Claims**”. Note that, as detailed below, you may be liable to us for, and we reserve the right to charge you, our reasonable costs of investigating a warranty claim including costs of shipping of Batteries and technical support time for an Excluded Claim.

Technical Support: If you have any doubts about how to use the Battery you can contact us by email at service@hydrocell-battery.com to tell us about the problem.

How Long Does Warranty Coverage Last? After you purchased your Battery in dealerships, this limited Warranty continues for Five (5) years from the date when your Battery was purchased by the initial purchaser) (“**Warranty Period**”). Where you purchased the Battery from a previous owner, the Warranty Period runs from the date that the initial owner purchased the Battery.

What Will We Do? If your Battery does not meet the Warranted Functionality during the Warranty Period, we will (i) replace or (ii) repair it, using new or refurbished materials, so that it performs according to the Warranted Functionality. Where you as a consumer have by law a right to choose between repair and replacement, we will endeavor to provide the remedy you choose, unless the remedy chosen would be impossible or result in disproportionate costs to us.

If we replace or repair your Battery, we warrant that it will be free of faulty materials or workmanship for the remainder of the Warranty Period or 90 days after you receive the repaired or replacement Battery, whichever is later. (The Warranty Period does not start afresh for the replacement Battery).

If we no longer manufacture the original Battery in regular production, we reserve the right to supply a replacement Battery which provides the same or comparable functionality.

If we no longer manufacture a similar or comparable Battery, or if the repair or replacement cannot be carried out without disproportionate costs, we reserve the right to refund to you the purchase price of the Battery (reduced pro rata for period the Battery functioned correctly in accordance with the Warranted Functionality) together with any costs you incurred in returning the Battery to us.

How do I make a warranty claim?

First, complete the Warranty Claim Form include details of the problem, photos of the Battery in situ (subject to it being safe to do so) before uninstalling the Battery, and a line diagram of how the Battery is connected up and being used. You can Email our Technical Support for inquires .



Once you send the Warranty Claim Form to us, we will contact you within 2-3 working days.

If your Battery needs to be repaired or replaced, we will give you instructions on returning it to us at our cost (*except for Excluded Claims). Once we receive the Battery, we'll determine if it has a defect covered by this Warranty. If it does, we will repair or replace it free of charge to provide the Warranted Functionality, and we will send the repaired or replacement Battery to you at our cost.

Costs of Excluded Claims: If the claim is covered by this Warranty, we will bear the collection and delivery costs, as well as the costs of the repair or replacement. However, we may demand compensation of any reasonable costs incurred in collecting and inspecting the Battery and returning the Battery to you if you knew, or ought to have known in the circumstances that your complaint was an **Excluded Claim**.

Limitation of Liability: Our liability to you under this Warranty is strictly limited to the cost of repair, replacement or refund as set out above, and any related shipping costs. Under no circumstances are we liable to you for any claims, loss, injury, damages or expenses, whether in contract, tort, breach of statute or any other area of law, arising out of or in connection with this Warranty, or with the Battery, or for loss of profit or revenue, for loss of use, for business interruption, for down-time costs, cost of substitute goods, or any indirect, incidental, special or consequential damage, EXCEPT that we do not limit or exclude our liability pursuant to the Product Liability Directive or for death or personal injury caused by our, or where other applicable laws do not permit us to limit or exclude our liability to you.

DISCLAIMER

You are responsible for using the Battery safely, in accordance with **Normal and Intended Use**. You must behave sensibly and follow the safety instructions and Do's and Don'ts in the User Manual so as not to hurt or injure yourself or others or damage property.

In the absence of any negligence or a breach of mandatory laws by us, your use of our Battery(ies) is entirely at your own risk. We are not liable to you for any loss, damage or injury resulting from your **Misuse** of the Battery.

Other rights not affected: This Warranty gives you specific legal rights, and you may also have other legal rights, which may vary from country to country. As mentioned above, this Warranty does not affect any statutory rights you have under the laws in your jurisdiction concerning the sale of consumer goods, or rights against the seller of goods, or arising from defective products laws. Such statutory or other legal rights continue to exist regardless of whether you have or make a warranty claim under these Warranty Terms.

What other terms apply to the Warranty?

Amendment - We reserve the right to amend the process for claiming under the Warranty by putting notice of the revised process (or revised contact details etc) on our website, but we will not reduce the Warranty Period or change the Warranty in a way that materially reduces the benefit to you, the customer, of the Warranty.

If any provisions of these Warranty Terms are or become invalid, the validity of the remaining provisions remains unaffected.