

# 10 YEAR LIMITED WARRANTY

## KiloVault<sup>®</sup> HAB 7.5

KiloVault, LLC, (“the Manufacturer”), a Massachusetts Corporation, warrants each KiloVault HAB 7.5 branded battery (“the Product”), as listed below, sold by the Manufacturer or any of its authorized distributors or dealers after June 4, 2020, to be free of defects for the period as listed in the table below (“the Warranty Period”) or on a prorated basis (see Table 1 and 2), whichever comes first, when installed and operated within the Manufacturer’s Operating Parameters for the Product provided (see Table 3 Appendix A).

The term of this Limited Warranty begins, from the date of sale as determined by either the customer’s sale receipt, the shipping invoice and/or the battery serial number, with proof of purchase. Within the Warranty Period, subject to the exclusions listed below, the Manufacturer will credit, replace or repair, if serviceable, the Product and/or parts of the Product, if the components in question are determined to be defective in material or workmanship.

The Manufacturer does not warrant or guarantee workmanship performed by any person or firm installing the Product. This Limited Warranty does not cover the cost of installation, removal, shipping, or reinstallation. This limited Warranty does not cover faults in design or installer error such as reverse polarity or use in climate conditions that cause the battery to operate outside of its rated operating temperatures or misuse of system wide equipment or inaccurate programming of all ancillary equipment in the system the Product is used in.

### NON-TRANSFERABLE

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

### WARRANTY EXCLUSIONS AND LIMITATIONS

The Manufacturer has no obligation under this Limited Warranty for Product subjected to the following conditions (including but not limited to):

- Damage caused during shipping or mishandling of the Product
- Damage due to improper installation; loose terminal connections, under-sized cabling, interconnect cables of non-equal lengths/voltage drops, incorrect connections (series and parallel) for desired voltage and amp-hour requirements, reverse polarity connections or insufficient space for airflow

- Environmental damage; inappropriate storage conditions as defined by the Manufacturer; exposure to excessive hot or cold temperatures, fire or freezing, or water damage
- Damage caused during operation; by collision, over-charging or over-discharging the Product as defined by the Manufacturer
- Damage caused by lightning, fire, water or Acts of God
- Damage due to improper maintenance; under- or over-charging the Product, lack of cleaning resulting in corroded terminal connections or build-up of dirt, debris, organic matter, fossil fuels or chemicals on the Product casing
- Product that has been opened, modified or tampered with
- Tampering or removal of manufacture codes
- Product that was used for applications other than which it was designed and intended for
- Product that was under-sized for the application
- Product used with charging or discharging devices that exceed the continuous current rating for which it was designed for
- Product not stored in adherence to the Manufacturer's storage guidelines
- Product used without appropriate overcurrent protection
- Incidental or consequential damage caused by other components of the power system Including but not limited to inverters, charge controllers, breakers, bypass switches, fuses, etc.
- Damage caused by reversing the polarity at the terminals of the battery
- Degradation of the capacity of the battery over time is normal for LiFePO4 batteries and is not considered a defect

**CAUTION:** Do not attempt to charge the battery below 32° F (0° C). Attempts to charge at subfreezing temperatures can damage the battery, significantly reduce its cycle life and will Void the Warranty.

This Limited Warranty does not cover a Product that has reached its normal end of life due to usage which may occur prior to the Warranty Period. A battery can deliver only a fixed amount of Energy over its life which will occur over different periods of time depending on the application. The Manufacturer reserves the right to deny a warranty claim if the Product is determined, upon inspection, to be at its normal end of life even if within the Warranty Period.

The Limited Warranty requires that the user maintain data connectivity to KiloVault's cloud service upon installation. The service is configured through the use of the HABiT® app on an Android or iPhone by the professional installer or end-customer. This service connection is required to monitor and diagnose the health of the battery by the installer and the manufacturer in case of failures.

THE MANUFACTURER ALSO EXPRESSLY LIMITS ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACE IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. ANY AND ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR THE MANUFACTURER'S PRODUCT(S) NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### 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, or installation expenses.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, KILOVAULT MAKES NO WARRANTY EXPRESSED OR IMPLIED, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY KILOVAULT AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF ANY ORDER PURSUANT TO THIS QUOTATION. KILOVAULT WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE ARISING IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE ITS GOODS FOR ANY PURPOSE WHATSOEVER. KILOVAULT MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE GOODS CLAIMED TO BE DEFECTIVE OR UNSUITABLE.

Products will be considered accepted by customer unless written notice to the contrary is given to Manufacturer within ten (10) days of such delivery to customer. The Manufacturer is not responsible for loss or damage to products owned by customer and located on the Manufacturer's premises caused by fire

or other casualties beyond the Manufacturer's control. This warranty is in lieu of all other warranties expressed or implied.

## 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 you. This warranty gives you 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 Massachusetts. This warranty is understood to be the exclusive agreement between the parties relating to the subject matter hereof. No employee or representative of Manufacturer is authorized to make any warranty in addition to those made in this agreement.

## NON-KILOVAULT WARRANTIES

This Limited Warranty does not cover Product sold by the Manufacturer or any authorized distributor or dealer to an Original Equipment Manufacturer ("OEM"). Please contact the OEM directly for warranty claims regarding such Product.

## SUBMITTING A WARRANTY CLAIM

To submit a warranty claim, please contact the original place of purchase. The Product may be required to be shipped back to the Manufacturer for further inspection. The Product must be shipped in compliance with UN38.3. Please note that DOT requires all persons shipping batteries to be Hazmat certified.

Purchasers must prepay all delivery costs or shipping charges to return any defective Product under this warranty policy. Except for the warranty that the products are made in accordance with, the specifications therefore supplied or agreed to by customer.

To receive in-warranty service, the defective product must be received no later than two (2) weeks after the end of the warranty period.

In the event that a replacement Product is no longer available in the market, the Manufacturer may offer, at its option, to replace the Product with a new Product of similar function and performance or to credit the remaining depreciated value of the Product to be applied to purchase of a new Product. The remaining depreciated value of the Product is determined by the schedule below (see Pro-rated warranty compensation schedule in Table 1) and the Purchase Price of the Product at the time that the Product was purchased.

**Table 1:** Pro-rated warranty compensation schedule by charging profile (see Appendix A)

Extended Life 6000 cycles		Extended Charge Rate 4000 cycles	
Months after Purchase	Depreciated Value of Purchase Price	Months after Purchase	Depreciated Value of Purchase Price
0-12	100%	0-12	100%
13-24	90%	13-24	90%
25-36	80%	25-36	75%
37-48	70%	37-48	60%
49-60	60%	49-60	45%
61-72	50%	61-72	30%
73-84	40%	73-84	15%
85-96	30%	85-90	5%
97-108	20%	Beyond 90	0%
109-120	10%		
Beyond 120	0%		

At any point in the warranty process, the Manufacturer may determine that the Product's warranty is void due to:

- Improper battery bank sizing
- Improper battery wiring and/or installation
- Incorrect inverter and/or charge controller settings
- Other indications of damage due to improper system operation and/or installation

**TECHNICAL SUPPORT - If you have technical questions about the Product, please contact the place of purchase or KiloVault directly at:**

KiloVault, LLC

330 CODMAN HILL RD, BOXBOROUGH, MA 01719 USA

Online Support: [www.kilovault.com/support/](http://www.kilovault.com/support/)

Ph: +1(888)218-5924

## Appendix A

**Table 2:** Warranty Period when Product is installed and used according to Manufacturer Operating Parameters

Model	Charging Profile	Free Replacement or Repair Period (months)	Pro-Rated Credit Period (months)	Total Warranty Period (years)
HAB 7.5	Extended Life*	12	108	10
HAB 7.5	Extended Charge Rate	12	78	7.5

\* Extended Life charge profile and associated 10 year limited warranty applies to units purchased after June 1, 2020.

**Table 3:** Manufacturer Operating Parameters by Charging Profile

Parameter	Charging Profile	
	Extended Life 10 Year	Extended Charge Rate 7.5 Year
Low Voltage Cut-Off	48.2V	48.2V
High Voltage Cut-Off	57.0V	57.0V
Discharge Rate	60A	150A
Charge Rate	50A	120A
Cycle Life	6000 cycles (80% DoD)	4000 cycles (80% DoD)