

# Manufacturer's warranty conditions 5 year

Dear Customers :

First of all, thank you for choosing to purchase ULTIMATRON® FRANCE products. The warranty extends throughout Europe. In order to obtain the highest quality after-sales service, please read the conditions carefully and keep the invoice for the duration of the warranty.

## 1. Warranty period

The warranty period provides consumers with a voluntary 5-year manufacturer's warranty and the legal warranty to which the consumer is entitled.

The warranty period begins from the date of invoice. The warranty period will not start again, especially in the case of replacement or repair.

This warranty is valid for all ULTIMATRON® lithium batteries with a date from 01/06/2022.

## 2. Warranty service

Ultimatron's liability under this warranty is limit to replacement, repair and refund of the product.

The warranty service is limited to a maximum of the value of the purchase price initially paid.

The guarantor is solely responsible for the choice of exchange, repair or reimbursement of costs.

When the warranty service is rendered, all defective batteries become the property of Ultimatron.

If it is the quality problem of product itself, we will resend a new one in next order.

## 3. Disclaimer of Warranty

Damages, defects, or malfunctions caused by the following situations are not covered by the manufacturer's warranty:

- (a) Force majeure events, including but not limited to: lightning, power surges, extreme weather conditions, floods, fires, high temperatures, water infiltration, etc.;
- (b) Damage caused by human actions, including incorrect or intentional handling;
- (c) Improper installation or incorrect adjustment of the equipment;
- (d) Damage to the battery resulting from malfunctioning of connected equipment;
- (e) Severe physical impacts, particularly those occurring during transport or drops;
- (f) Any modification, programming (especially via third-party software altering BMS settings), or repair carried out without authorization;
- (g) Unauthorized disassembly of the battery resulting in damage to the casing or internal components, or preventing the product from being restored to its original condition;
- (h) Use of storage lithium batteries as starter batteries for vehicles, for which they are not designed.

## 4. Additional Provisions Outside of Warranty

After inspection, the malfunction of the battery is found not to result from a manufacturing defect, the customer shall bear the following costs:

- Logistics costs: including but not limited to shipping and return fees, which are the customer's responsibility;
- Diagnostic fee: in the absence of a malfunction or if the malfunction is not attributable to a product quality defect, a diagnostic fee of €60 excluding VAT will be charged to the customer;
- Repair costs: if the customer agrees to the repair service, the costs will be determined separately and communicated prior to any intervention.

## 5. Preconditions

The prerequisite for a warranty claim is a defect or malfunction which no longer allows the intended use of the battery.

Complaints must be made immediately by written notification, but no later than 10 days after the occurrence of the error or anomaly.

In order to guarantee you a fast and efficient after-sales service, it must contain a copy of the invoice and a detailed description of the alleged defects, and if possible, take pictures. In the event of a warranty claim, please contact us.

The guarantor can refuse the warranty without a copy of the invoice. For verify the warranty request, the guarantor must be able to verify the goods by sending them. Warning ! Secure packaging must be ensured to avoid damage to goods during transport.

## 6. Place of performance and jurisdiction

French law applies to this warranty. In the event of disputes or complaints, only the Montpellier Commercial Court is competent.

## Declaration:

- The warranty clause does not apply to appearance of the product.
- The right to modify and definitively interpret this warranty clause belongs to ULTIMATRON®.

**Thank you for choosing ULTIMATRON® products!**

# ULTIMATRON