



TEN-YEAR LIMITED WARRANTY (Effective May 1, 2025)

ECO Capital, Inc., a Texas, USA corporation ("ECO Capital"), warrants each Eco Battery-branded Gen 3 battery (each, a "Battery") sold by ECO Capital or any of its authorized distributors or dealers, to be free of manufacturer defects in material or workmanship for a period of ten (10) years from the date of sale as determined by buyer's sales receipt for such Battery (the "Warranty Period"), to the extent provided below (the "Limited Warranty"). If you have an earlier generation (Gen 1 or 2) battery, please refer to the applicable 8-year pro-rated warranty policy.

NON-TRANSFERABLE

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

WARRANTY EXCLUSIONS

This Limited Warranty does not cover any Battery subjected to the following conditions:

- Damage due to being unsecured or insufficiently secured
- Improper installation, use, maintenance, or service
- Loose Battery terminal connections
- Batteries connected in series
- More than 3 Batteries connected in parallel
- Reverse polarity connections
- Inappropriate storage conditions as defined by the Owner's Manual for such Battery, including but not limited to, exposure to extreme ambient temperatures above 140F or below -40F, fire, any type of water submersion and or pressure washing, and/or storing the Battery in a completely discharged state
- Any short circuit caused by accidental, intentional, or inadvertent connection of the positive

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42279222v.5 and negative terminals

- Damage caused by impact, accident, collision, or drop
- Under/over charging the Battery as defined in its respective Battery Owner's Manual
- Use with other third-party product(s) which fail
- High resistance as a result of corroded terminals, poor crimps, or insufficient cable size
- Battery that fails as a result of a faulty electrical system
- Battery that has been opened, modified or tampered with in any way.
- Battery that was used for applications other than which it was designed and intended for, including repeated engine starting, or drawing more amps than the Battery is rated to continually discharge in its respective specifications
- Battery that has not been charged for over 1 year (Batteries need to be charged periodically)

to maintain Battery cell health)

- Battery that has been used in a commercial application where it is cycled to more than 80% depth of discharge repeatedly within 24-hour periods.

WARRANTY COVERAGE BASIS, REGISTRATION REQUIRED FOR FULL TERM COVERAGE

Buyer must register buyer's Battery at ecobattery.com/s/warranty-registration in order to receive full warranty coverage. **Notwithstanding anything in this Limited Warranty to the contrary, any Battery not registered within 60 days from date of purchase shall only be covered by the conditions of this Limited Warranty for a period of one (1) year from date of purchase shown on proof of purchase.**

If a registered Battery is determined to be defective in material or workmanship, buyer shall be entitled to receive the following:

- (i) For the first five (5) years after the date of purchase, free replacement or repair (at the discretion of ECO Capital) of the defective Battery (the "Repair or Replace Term").
- (ii) After five (5) years and continuing until the end of year seven (7) after the date of purchase, buyer will be entitled to receive a new Battery from ECO Capital at a price equal to fifty percent (50%) of ECO Capital's manufactured suggested retail price for such Battery at the time of the Warranty claim by buyer.
- (iii) After seven (7) years and continuing until the end of year ten (10) after the date of purchase, buyer will be entitled to receive a new Battery from ECO Capital at a price equal to seventy-five percent (75%) of ECO Capital's manufactured suggested retail price for such Battery at the time of the Warranty claim by buyer.

During the Repair or Replace Term, ECO Capital will send buyer the packaging for shipment of the Battery to ECO Capital and ECO Capital will arrange shipping of the Battery, for which buyer will be required to pre-pay ECO Capital \$300 to cover shipping and handling fees.

To reduce turnaround time and ensure the best buyer experience, ECO Capital may elect to replace Batteries with a Certified Refurbished Battery of the same Battery type which is in as similar condition as possible. Conditions considered include cosmetic state, number of cycles and age. If a Battery is replaced with a Certified Refurbished Battery, the original purchase date specified upon filling out a registration form will transfer to the Certified Refurbished Battery. So long as a warranty is not voided, ECO Capital will honor the original purchase date of the Battery for the entire length of this Limited Warranty, regardless of the number of replacements that occur.

ECO Capital will be responsible for all shipping fees to return the battery back to customer that resides within the United States of America. Anyone in another country, will be required to pay the difference over \$300 dollars related to the shipping costs for the battery return.

WARRANTY DISCLAIMER

This Limited Warranty is in lieu of, and ECO Capital disclaims and excludes, all other express warranties. ECO Capital 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. ECO Capital's exclusive liability for breach of any warranty on the Battery shall be in accordance with the terms of this Limited Warranty. In no event shall ECO Capital be liable for any loss or damages of any other kind, whether direct, incidental or consequential, including without limitation, lost profits, exemplary damages, special damages or otherwise, including removal, shipping, property damage, injury, or installation expenses, or for service calls, towing, loss of time, inconvenience, loss of use of the vehicle, lost wages, or any other consequential or incidental damages, all of which are

hereby specifically excluded from this Limited Warranty.
EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, ECO CAPITAL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE BATTERY, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

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 buyer. This Limited Warranty gives you, as the buyer, specific legal rights, which may vary from country to country and/or state to state. This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of Utah, USA. This Limited Warranty is understood to be the exclusive agreement between ECO Capital and buyers relating to the subject matter hereof. No employee or representative of ECO Capital is authorized to make any warranty in addition to those made in this Limited Warranty.

NON-WARRANTY REPAIRS

If outside of the Warranty Period or for damage not covered under this Limited Warranty, ECO Capital, at its sole discretion, may offer to repair the Battery for a fee. ECO Capital will provide an estimate to repair and ship the Battery.

SUBMITTING A WARRANTY CLAIM

To submit a warranty claim, please contact the original place of purchase (Elite Service 2021) or visit ecobattery.com/s/warranty-claim. The Battery may be required to be shipped back to ECO Capital for further inspection.

An RMA (Return Merchandise Authorization) must be obtained from ECO Capital before any Battery may be returned. Any Battery that arrives without an RMA will be refused and all shipping charges will be the sole responsibility of the buyer. The RMA must be clearly marked on the outside of the shipment, or it will be refused.

Once buyer has obtained an RMA, all warranty shipments should be shipped to:
ECO Capital - Warranty
335 S Commerce St, Hurricane UT 84737
877-326-2288