

eBick Ultra 175 - LIMITED WARRANTY
Products sold in European markets

Scope

The product covered by this Limited Warranty is the CEGASA **eBick Ultra 175** Modular battery system, (hereinafter “Product”).

This limited warranty is applicable only to the Product sold by CEGASA to an International company (hereinafter “Reseller”), where the product is resold by the Reseller to another party in european markets (hereinafter “User”). This Warranty is valid for Europe.

The warranty period shall begin on the date of sale of the Battery to the Reseller (hereinafter “Purchase date”). This Purchase date shall be that shown on the original CEGASA invoice. But conditioned to the date of resale to the User by the Reseller (hereinafter “Resale date”). This Resale date shall be that shown on the original Reseller invoice to his customer.

3 years Product warranty

CEGASA ENERGÍA, S.L.U. NIF: ES-B01574896 (“CEGASA”), guarantees the Reseller, that the Product shall be free from material or manufacturing defects, for a maximum period of 40 months from the Purchase date, or a period of 36 months from the Resale date, whichever occurs first. The warranty will never be greater than 40 months from Purchase date.

Should CEGASA establish that the Product defect or fault is covered by the Warranty due to defects in the materials and/or its manufacture, CEGASA or its Service Partner will repair or replace the Product or the part defective, with the Product or defective part becoming the property of CEGASA. The repair or replacement of the Product will be guaranteed for the remaining period of the Warranty for the Product replaced. This may be done with a new Product or equivalent in terms of features to the characteristics of the replacement part.

10 years performance warranty

CEGASA voluntarily offers a 10 years performance warranty as from the Purchase date. This is relative to the storage capacity of the lithium battery.

CEGASA guarantees, at the end of the 120 months as from the Purchase date, a remaining usable capacity of 60% for the net capacity of the Product. This performance warranty will be voided in the following cases (whichever occurs): 1) The numbers of cycles is higher than 5.000 cycles; 2) The Product has been used at 75% of nominal current or higher outside the temperature range of 15°C to 30°C; 3) The Product has been discharged more than 95% of DoD for more than 10 times.

All batteries have an internal BMS (Battery Management System) which records the number of discharge cycles and the energy used. The internal BMS record and a test approved by CEGASA, shall be deemed the only admissible proof for the purposes of

RANGE	PRODUCT	DOCUMENT	REVISION	LANGUAJE	DATE
2 eBick	004 eBick Ultra 175	454 Warranty – European Resellers	01	EN	May-22
Document code:				200445401EN	

determining the application of the warranty.

Should CEGASA determine that loss of performance is covered by the Performance Warranty, due to defects in the materials and/or its manufacture, CEGASA or its Service Partner shall repair the product or the defective part, with the Product or defective part becoming the property of CEGASA. The repair or replacement of the product shall be guaranteed for the remaining period of the Warranty for the Product replaced. This may be done with a new Product or equivalent in terms of features to the characteristics of the replacement part.

Warranty Claim Procedure

Should any possible defect or fault be detected in the Product, the Reseller shall notify CEGASA within 10 days of having detected the said defect.

Notification may be given through the following channels:

- By telephoning the Customer Service department: (+34) 945 31 37 38
- By electronic mail at the address: info@cegasa.com
- By letter, for the attention of:
 CEGASA ENERGÍA, S.L.U.
 Attn: Customer Service
 Calle Marie Curie 1 -Parque Tecnológico de Álava
 01510 Miñano Mayor (Vitoria-Gasteiz)
 SPAIN
- By contacting the sales team from whom the Battery was originally purchased

At the sole discretion of CEGASA, the Reseller may be required to:

- Return of the Battery to CEGASA for inspection, with the Reseller initially paying the shipping costs
- Keep the Battery installed and permit a representative from CEGASA to access the facilities where the product is, in order to examine the Battery
- Collect the all data and all information necessary for the investigation, in accordance with the instructions given by CEGASA. And make such data and information available to CEGASA

Should CEGASA determine that the defect or fault with the Battery is covered by the Warranty, CEGASA, at its discretion, shall decide to repair or replace the defective Battery at no cost.

The Reseller shall be responsible for the uninstallation and installation and the cost of such, as well as any other costs related to the replacement process.

The cost of shipping the Product to whichever facilities are determined by CEGASA shall be met by CEGASA only in the event that the defect or fault is covered by the Warranty. The Reseller shall forward the Product to CEGASA for analysis carriage paid, and via a forwarding agency previously authorized by CEGASA. In the event that the Product is declared under Warranty, CEGASA shall return the repaired or replaced Product prepaid and shall credit the Reseller the amount paid for the initial shipment made via the authorized agency. In the event that the defect or fault with the Product is not covered by the Warranty, the Battery shall be returned postage due and CEGASA shall not be liable for the initial shipping costs, in which case all costs shall be borne by the Reseller. CEGASA shall not be liable to pay any shipping costs if the

RANGE	PRODUCT	DOCUMENT	REVISION	LANGUAJE	DATE
2 eBick	004 eBick Ultra 175	454 Warranty – European Resellers	01	EN	May-22
Document code:				200445401EN	

forwarding agency has not been previously authorized by CEGASA.

CEGASA's responsibility, in the event of applying the Warranty, shall be expressly limited to the repair or replacement of the Battery. Under no circumstances shall CEGASA be held liable for loss of earnings, civil liabilities, contractual penalties, and, in general, any other liability or cost other than that incurred for the replacement of the product.

Warranty Claim Requirements

1. The Warranty is only applicable to original CEGASA products
2. The warranty is only valid if the product was purchased from CEGASA or one of its authorized distributors
3. The Warranty is applicable only to the original purchaser of the product, and is not transferable, unless expressly authorized by CEGASA
4. The purchase invoice shall be sent to CEGASA as proof of the Battery's date of purchase and the identification of the Reseller with the right to claim against the Warranty
5. The Reseller shall allow CEGASA to access the data recorded by the Battery's BMS
6. The Reseller shall refrain from using the battery as soon as the defect or fault is detected.

Warranty Exclusions

The Warranty excludes defects or faults that are the consequence of:

- Act of God, acts of war or rebellion, confiscation by authorities, any ionizing radiation or dangerous reaction of nuclear elements, and external electrical accidents.
- Accidental material damages and any external damage that does not impede the normal operation of the Battery.
- Any intentional or fraudulent act perpetrated in bad faith or with malice, negligence, gross negligence or recklessness, committed by the Reseller or a Third Party.
- Any indirect losses, whether financial or otherwise, suffered by the Reseller/User as a result of the defect or fault.
- Defects or faults that are the result of improper or non-legal installation or exposure of the Battery to climatic or environmental conditions (temperature, moisture and dust), beyond the operating regime of the Battery.
- Handling and repair of the Battery (opening, modification of contents and inherent characteristics), by a technical service not authorized by CEGASA, as well as failure to observe the installation, assembly and maintenance requirements as indicated in the instruction manual.
- Faults attributable to an inadequate connection to charging devices, as well as the use of a charging device not approved by CEGASA.
- Experiments, trials or tests during which the battery has been subjected to a higher than normal load.
- Continuing to use the Battery after having detected the defect or fault, without having notified CEGASA in due time.

RANGE	PRODUCT	DOCUMENT	REVISION	LANGUAJE	DATE
2 eBick	004 eBick Ultra 175	454 Warranty – European Resellers	01	EN	May-22
Document code:				200445401EN	

- Any defect or fault, in the event that the serial number of the Battery is illegible.
- If the Battery has been damaged in transit. Claims for damages produced during transit shall be settled between the Reseller and the shipping company.
- If the Battery has been installed in connection with other Batteries of a different model and/or manufacturer.
- If the Battery is used for a purpose for which it is not suited.

CEGASA's responsibility, in the event of applying the Warranty, shall be expressly limited to the repair or replacement of the Battery. Under no circumstances shall CEGASA be held liable for loss of earnings, civil liabilities, contractual penalties, and, in general, any other liability or cost other than that incurred for the replacement of the product.

Data Protection

In compliance with article 5 of the Organic Law 15/1999, of 13th December, regarding Protection of Personal Data, which regulates the right of information in data collection, we inform you that your personal data shall be incorporated in a Personal Data File owned by CEGASA, and who assumes the responsibility for the file, for the purposes of maintaining our contractual and commercial relationships with you. Likewise, CEGASA assures the owner of the data the exercise of rights of access, rectification, cancellation and objection of the information that concerns them by means of written communication, accompanied by a supporting document establishing identity to: CEGASA (Data Protection), Calle Marie Curie 1, Parque Tecnológico de Álava, 01510 Miñano Mayor (Vitoria-Gazteiz) (Araba, Spain).

Limitation of liability

CEGASA shall not be liable for any improper use of the Battery, nor in the event that the Reseller/User has not followed, for any reason beyond the control of CEGASA, the instructions provided and issued by CEGASA after having been informed of a defect or fault. CEGASA shall not be held liable if it is unable to fulfil its obligations for reasons beyond its control. The time limits stated are approximate and CEGASA shall not be liable in the event of delays.

Applicable jurisdiction - competent judge

This contract is subject to Spanish Law and, within such, the competent judge for hearing actions arising from it shall be at a court in the domicile of the Reseller, for which purposes, foreign Resellers shall be appointed a domicile in Spain.

RANGE	PRODUCT	DOCUMENT	REVISION	LANGUAJE	DATE
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