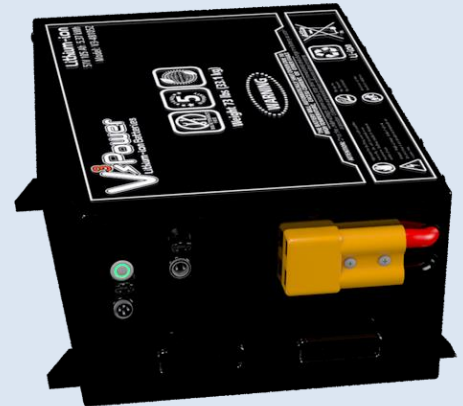


V-Carts warranties each V3Power branded battery sold by V-Carts or any of its authorized dealers in the United States to be free of manufacturers defects in material and workmanship for a duration of 5 years from the date of purchase shown on the customers invoice or bill of sale from an authorized dealer.

### Warranty Labor:

If your battery fails due to a manufacturers defect during the first year of the warranty period, you may obtain battery replacement service/labor from V-Carts in Katy, Texas at no charge. Authorized dealers may also provide warranty labor during the first year of warranty period for your battery replacement at no charge. See your authorized dealer for information.

Aside from the labor to install the warranted battery, the battery replacement cost is determined below.



### Battery Failures in the first 6 months:

For any battery failure during the first 6 months from the date of purchase, V-Carts will provide a replacement battery at no charge.

### Battery Failures in the after 6 months:

For any battery failure after 6 months from the date of purchase, V-Carts will provide a replacement battery according to V-Carts battery replacement proration schedule.

V-Carts battery warranty proration schedule determines the customers already "used" portion of the battery life and provides a brand new 100% life replacement battery to the customer with the customer paying for already "used" months of the new batteries life.

The proration schedule uses a wholesale battery cost (\$1500 for 108Ah batteries and \$2100 for 186Ah batteries, as of January 1, 2023) and divides the total battery value by the warranty period (60 months). This represents the "used" portion of the battery value, which is \$25/month for 108Ah batteries and \$35/month for 186Ah batteries (as of January 1, 2023). The wholesale price on batteries is subject to change and is determined at the time of the warranty replacement.

As an example, if you use your battery for 35 months and have a failure, then the prorated warranty will give you a brand new (not refurbished) battery to replace your 3-year old battery and you would pay \$875 (\$25/month x 35 months of use).

### Start of warranty term:

The warranty term starts from the date of purchase as evidenced by your bill of sale or invoice showing the cart serial number from an authorized dealer. If you do not have a bill of sale or invoice, VCart's will determine when the cart was sold to the authorized dealer and use the sale to dealer date as the warranty start date. VCart's will only honor warranty requests for sales from Authorized dealers.

### Additional Terms and Conditions:

All replacement batteries provided under this warranty will be a brand new (not refurbished) battery that is identical or reasonably equivalent to your original battery, as determined solely by VCart's.

VCart's will ship your warranty replacement battery to you free of charge (to any business address in the lower 48 states). The replaced battery should be recycled locally and VCart's is not responsible for any recycling or return shipping costs.

Manufacturers defects are solely determined by VCart's.

Fraud or misrepresentation in the warranty submission information will automatically void the battery warranty.

VCart's has no obligation under this warranty with respect to any defects or damage to the battery arising from any abuse or mishandling of the battery, or from any one or more of the following: Failure to properly install the Battery, failure to properly keep the Battery maintained; Batteries that have had the cast opened by unauthorized persons; Batteries modified or tampered with by an unauthorized persons; Breakage, theft, abuse, neglect, accident, collision, freezing, water exposure, vapor exposure, over charging, under charging, running the battery dead, explosion, fire, wreckage, use of special additives, over discharging, charging or installing in reverse polarity, melted and or broken terminals; Misapplied or improperly sized battery for the application; battery that was used for applications other than which it was designed and intended for; Batteries exposed to excessive heat or cold temperatures outside the specified operating range; Batteries that have had

the manufacturing date codes destroyed, tampered, or modified; Any battery that is subject to a false or fraudulent warranty claim; Damage caused during shipping or mishandling of the battery; Damage due to improper installation, loose terminal connections, under-sized cabling, incorrect connections (series and parallel) for desired voltage and AH requirements, reverse polarity connections; Environmental damage; and/or any other condition or action that is determined by VCarts to be detrimental to the battery.

This warranty does not cover a battery that has reached its normal end of life due to excessive 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. VCarts reserves the right to deny a warranty claim if the battery is determined, upon inspection, to be at its normal end of life even if within the warranty period.

This warranty is in lieu of and VCarts disclaims and excludes all other express warranties. VCarts 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. VCarts 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 herein. In no event or under any circumstances shall VCarts 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, property damage, or injury.



**EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, 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.**