



## OutBack Power LLC® EnergyCell 5 Warranty

Congratulations on your purchase. OutBack Power LLC (“OutBack”) offers a 10-year Limited Product Replacement Warranty (“Limited Warranty”) from the date of the original battery (EnergyCell 5) purchase. Below is a summary of the Limited Warranty terms, conditions, and exclusions.

### I. Limited Warranty Terms & Conditions

The following terms and conditions govern this Limited Warranty

- A. Applicability:** This Limited Warranty applies only to the OutBack Power EnergyCell 5 Battery.
- B. Limitation of Liability:** OutBack’s total liability pursuant to this Limited Warranty shall not exceed the product’s original purchase price.
- C. Prorated Limited Warranty Period – Ten Years:** The Limited Warranty is valid for a period of ten (10) calendar years, beginning on the date of original purchase (“Limited Warranty Period”). If the battery is found to be defective during the warranty period, Outback will, at its sole discretion, repair, replace or provide a prorated credit toward the purchase of a new battery. The prorated credit is calculated at a rate of one-tenth (1/10) per year, beginning on the date of original purchase.
- D. Limitation of Actions – Two Years:** Notwithstanding any applicable statutes of limitations, any and all claims or actions arising from or related to this Limited Warranty must be brought within two (2) years from the date the cause of action accrues. Any and all such claims or actions arising, discovered, or brought after expiration of this two (2) year period are forever barred irrespective of the cause of the delay.
- E. Requirement of Registration:** This Limited Warranty must be registered within the first year of purchase or provide proof of purchase from an OutBack authorized distributor to remain valid. If you choose not to register or cannot provide proof of purchase, this Limited Warranty is not valid. To register a product, please visit [Outback power](https://outbackpower.com)
- F. Requirement to Notify OutBack Power Prior to Lawsuit:** Customer shall not bring any legal or equitable action against OutBack arising from this Limited Warranty without first making written demand upon OutBack; customer’s failure to provide such a written demand prior to filing suit shall be a complete and total defense for OutBack in any and all disputes arising from this Limited Warranty. Please send written demand to: Attn: OutBack Legal, 400 Maple Street, Commerce, Texas 75428 or [legal@energyaccessinnovations.com](mailto:legal@energyaccessinnovations.com)
- G. Return Policy and Warranty Claims Procedure:** Contact your original place of purchase for details or see OutBack Power’s website <https://outbackpower.com/>
- H. Shipping Costs:** OutBack will pay standard shipping costs for products returned and replaced pursuant to this Limited Warranty and located within the continental United States but customer shall pay all shipping costs for products returned and replaced outside of the continental United States, including Alaska, Hawaii, and all overseas territories.



- I. **Limited Warranty to Original Purchaser Only:** This limited warranty is to the original purchaser of the product only, except that the Limited Warranty may be transferred to a single transferee; the Limited Warranty is not transferable after transfer by the original purchaser.
- J. **Applicability of Limited Warranty to Parts Exchanges:** During the Limited Warranty Period, the Limited Warranty applies to all parts exchanges.
- K. **Choice of Law - Texas:** Any claims arising from this Limited Warranty, and this product generally, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.
- L. **Arbitration Agreement:** By asserting any claim arising under this Limited Warranty, customer agrees that any such claim or controversy shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- M. **Forum Selection:** Any and all claims not resolved through arbitration, including all claims relating to the validity of the Arbitration Agreement and enforcement of any arbitration award must be brought solely and exclusively in either the 8<sup>th</sup> Judicial District of Texas (Hopkins County), the federal District Court for the Eastern District of Texas, or another court situated in Hopkins County, Texas ("Selected Forum"). Customer waives all objections to venue, jurisdiction, convenience or otherwise for the Selected Forum and specifically consents to the personal jurisdiction of the Selected Forum for any and all claims or controversies relating to the use an OutBack product.
- N. **Attorney's Fees:** In any and all disputes arising from this Limited Warranty, the parties shall bear their own attorney's fees and costs, irrespective of any finding of fault. This provision applies to cases and controversies resolved through any means of dispute resolution, including arbitration and through a court of law.
- O. **Class and Collective Action Waiver:** Any and all claims arising under this warranty shall be brought individually by the customer or customer's first transferee, who specifically waive the right to bring a class or collective action against OutBack for any claim arising under this Limited Warranty.
- P. **Force Majeure:** This Limited Warranty is automatically void and OutBack relieved of all liability arising from this Limited Warranty if natural disaster, an act of war or terrorism, riot, labor condition, governmental action, internet disturbance, or other similar unforeseeable occurrence outside of OutBack's control renders performance by OutBack unreasonable.
- Q. **Severability:** If any provision of this Limited Warranty shall be held or made invalid by court decision, statute, other law, or rule, the remainder of the Limited Warranty shall remain in full force and effect and shall not be affected thereby.



## II.

### Exclusions

The following are specifically excluded from this Limited Warranty. All exclusions are to be construed broadly to include all similar occurrences or conditions.

- A. Products not purchased through an OutBack approved vendor. See website for list of approved vendors.
- B. Products that have been removed from the original installation site.
- C. Products that have been resold, except the Limited Warranty shall apply to the first transferee of the original purchaser.
- D. Products with a serial number that has been altered, defaced, or removed.
- E. Damages incurred during installation/reinstallation or removal.
- F. Damages caused by poor workmanship performed by an individual, installer, or a firm.
- G. Damages caused by mishandling the product or inappropriate environmental exposure.
- H. Damages caused by improper maintenance or operating outside the specified operating conditions.
- I. Damages caused by tampering, altering, and/or disassembly of the product.
- J. Damages caused by using product in applications other than what the manufacturer intended.
- K. Damages caused by lightning, fire, flood, earthquake, terrorism, riots, or acts of God.
- L. Damages caused by unauthorized firmware updates, upgrades, and/or patches.
- M. Damages incurred from voltage or current spikes due to open-loop lithium battery communications, improper wiring, excessive current draw, or thermal overload of the BMS power control board.
- N. Damages caused by an intentional act of any person.
- O. Damages caused by the negligence, gross negligence, or recklessness of any person.
- P. Damages resulting from a failure to comply with any law or regulation.
- Q. Damages resulting from a failure to follow local, state, and federal electrical codes.
- R. Damages resulting from fire.
- S. Damages resulting from exposure or submersion in water.
- T. Damages which are indirect or consequential, including but not limited to loss of revenue, profits, time, or business interruption.
- U. Damages for any direct or indirect personal injury, including but not limited to loss of life, bodily injury, illness, or death arising from the misuse or mishandling of the product, whether caused by negligence or otherwise.
- V. Damages resulting from failure to follow the user manual, installation guidelines and safety instructions provided by OutBack.

**PLEASE NOTE THAT ELECTRICAL SYSTEMS CAN BE DANGEROUS IF NOT PROPERLY HANDLED – CONSULT PRODUCT MANUAL AND REPLACEMENT GUIDE FOR SAFETY WARNINGS AND INFORMATION.**