

WARRANTY

The Limited Warranty is provided by Energy Xtreme and covers defects in workmanship and materials in your Independence Package. The warranty period lasts for 24 months from the date of purchase, so long as the product is registered in our database. If Energy Xtreme performs the installation of the product, the units will be registered for warranty by our technicians. If your technicians or a third party are installing the product, they must fill out an Installation Report online here:

<https://spreadsheets0.google.com/viewform?hl=en&formkey=dG1SWEZoaExjeThJbjZUYVYzcW11Vmc6MA#gid=0>

The unit must be installed within 90 days of receipt or else the warranty is null and void. Proof of Purchase is required to make any warranty claims.

In the instance that the user discovers a defect in the system, the user has 30 days to contact the local Energy Xtreme sale representative from whom the product was purchased. Provided that you notify Energy Xtreme of the product defect within the Warranty Period, Energy Xtreme, through inspection, must establish the existence of such defects and its coverage by this Limited Warranty. Energy Xtreme then has the option of repairing or replacing the defective system or its components free of charge. Energy Xtreme will, at its option, use new and/or reconditioned parts in performing warranty repair. Energy Xtreme reserves the right to use parts or products of original or improved design in the repair or replacement. If Energy Xtreme repairs or replaces a product, its warranty continues for the remaining portion of the original Warranty Period or 90 days from the date of the return to the customer, whichever is greater. All replaced systems and all parts removed from repaired systems become the property of Energy Xtreme.

Energy Xtreme covers both parts and labor necessary to repair the system and/or its components. Energy Xtreme is not responsible for transportation to or from the nearest authorized service center, towing, out of service time, lost time, wages, or any other fees or charges.

If your system requires troubleshooting or warranty service, please fill out the Service Request Form located online at:

<https://spreadsheets0.google.com/viewform?hl=en&formkey=dGIZT2tIT0I1a1NNbUVqNk15WDdLQVE6MQ#gid=0>

Energy Xtreme can also be contacted directly at:

Phone: 512-617-7902
Email: info@energyxtreme.net
Mailing Address: Energy Xtreme, LLC
3300 Bee Cave Rd, Ste 650
Austin, TX 78746

Note: Filling out the online Service Request Form is the best way to expedite service on your unit. Any customer who calls to request warranty service will be directed to the online form above, unless internet access is limited or unavailable.

In any warranty claim, dated proof of purchase must be provided before warranty repair work will be authorized. The system must not have been disassembled or modified without prior written authorization by Energy Xtreme. Proof of purchase may be in any one of the following forms:

- The dated purchase receipt from the original purchase of the system at point of sale to the end user.
- The dated dealer invoice or purchase receipt showing the original equipment manufacturer (OEM).
- The dated invoice or purchase receipt showing the system repaired under warranty.

Warranty is null and void unless activated with 15 days of purchase date.

This Limited Warranty does not cover normal wear and tear of the system or costs related to the removal, installation, or troubleshooting of the customer's electrical systems. This warranty does not apply to and Energy Xtreme will not be responsible for any defect in or damage to the system if:

a) The system has been misused, neglected, improperly installed, physically damaged or altered, either internally or externally, or damaged from improper use or use in an unsuitable environment.

b) The system has been subjected to fire, water, generalized corrosion, biological infestations, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the Energy Xtreme Independence Package specifications including high voltage from Power Cell chargers and lightning strikes.

c) Repairs have been performed other than by Energy Xtreme or its authorized service centers.

This warranty is extended to the first person, firm, association or corporation for whom the Energy Xtreme Independence Package specified herein is originally installed for use in the fifty United States or Canada. This warranty is not transferable or assignable without prior permission of Energy Xtreme. THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, incorrect or inadequate electrical current or connection, inadequate water or drain services, negligence, repair by non-Energy Xtreme designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to extreme elements, Acts of Gods, theft or installation contrary to Energy Xtreme's recommendations, or in any event that the Independence Package serial number has been altered, defaced or removed.

THIS WARRANTY DOES NOT COVER shipping costs, installation costs, circuit breaker resetting or maintenance, service items and further, except as may be provided herein. This warranty does not include labor costs or transportation charges arising from the replacement of the Energy Xtreme product or any part thereof that is removed or reinstalled.

The product listed in this warranty is not designed for use in the following applications:

- Any nuclear or related applications
- Life support and patient-connected medical or dental applications

ANY REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT WILL NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

User's sole and exclusive remedy is repair or replacement of the Energy Xtreme Independence Package as set forth herein. If user's remedy is deemed to fail of its essential purpose by a court of competent jurisdiction, Energy Xtreme's responsibility for property loss or damage shall not exceed the net product purchase price.

In no event shall Energy Xtreme assume any liability for indirect, special incidental, exemplary or consequential damages of any kind, including without limitation, lost profits, business interruption or loss of data, whether any claim is based upon theories of contract, negligence, strict liability, tort or otherwise.

NO SALESPERSON, EMPLOYEE OR AGENT OF ENERGY XTREME IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only by writing signed by an Energy Xtreme officer.

Energy Xtreme obligations under this warranty are conditioned upon Energy Xtreme's timely receipt of full payment of the product purchase price and any other amounts due. Energy Xtreme reserves the

right to supplement or change the terms of this warranty in any subsequent warranty offering to user or others.

In the event that any provision of this warranty should become invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This warranty shall be governed by and construed under the laws of the State of Texas, without reference to the conflict of laws principles thereof. The warranty represents the entire agreement between Energy Xtreme and user with respect to the subject matter herein and supersedes all prior oral or written communications, representations, understandings or agreements relating to this subject.