



## **Triton Solar “Triton Battery” LIMITED WARRANTY (USA)**

Effective Date: April 1, 2017

Applies to: 10 kWh “Triton Battery” with part numbers:

BPK0104852-B (48 V configuration)

BP06241252-B (24 V configuration)

BP12482452- B (12 V configuration)

### **Ten Year Limited Warranty**

Triton Solar warrants that your “Triton Battery” will be free from defects for ten (10) years following the date it was installed at the intended location or put into service, whichever is later. If you only use your “Triton Battery” for self-consumption of energy generated by an electric grid or an onsite array of solar panels and for storing that energy for use as backup power.

Note that this Limited Warranty is subject to a number of important exclusions and limitations, which are set out in detail below. It also includes a mandatory arbitration provision and waiver of your right to request a jury trial or make a claim through a class action, which you should read carefully.

### **Remedies**

If your “Triton Battery” fails to comply with the above Limited Warranty, Triton Solar will, in its sole discretion, either repair your “Triton Battery” (using new or refurbished parts), replace your “Triton Battery” with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your “Triton Battery” is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your “Triton Battery” being repaired or replaced.

### **What Products Are Covered?**

This Limited Warranty applies to any Triton Solar “Triton Battery” that (1) was purchased from Triton Solar or a Triton Solar Authorized Reseller in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Triton Solar directly if you have any concerns regarding whether you purchased your “Triton Battery” from a Triton Solar Authorized Reseller.

## Who Can Make a Claim?

Limited Warranty claims, pursuant to this warranty, can be made by or on behalf of the end user who acquired and put the “Triton Battery” into use for the first time. A subsequent owner of the “Triton Battery” who provides proof of ownership is also entitled to make Limited Warranty claims, within the original warranty period.

## Limitations and Disclaimer

**THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR “Triton Battery”.** Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Triton Solar limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

## Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the “Limitations and Disclaimer” section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

## General Exclusions

This Limited Warranty does not apply to any defect resulting from any of the following, each of which may result in your Limited Warranty being voided: (i) abuse, misuse or negligence, on the part of product user (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, extreme cold weather, or such other events outside the reasonable control of Triton Solar; (iii) storage, installation, commissioning, modification or repair of your “Triton Battery”, or opening of the external casing of your “Triton Battery”, that is performed by anyone other than Triton Solar or a Triton Solar-certified installer; (iv) failure to operate or maintain your “Triton Battery” in accordance with the Installation and User Manual; (v) any attempt to modify your “Triton Battery”, whether by physical means, programming or otherwise, without the express written consent of Triton Solar; or (vi) removal and reinstallation of your “Triton Battery” at a location other than the original installation location, without the express written consent of Triton Solar.

In addition, this Limited Warranty does not cover (a) normal degradation of your battery energy capacity over time; (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your “Triton Battery”; (c) noise or vibration that is not excessive or uncharacteristic and does not impact your battery’s performance; (d) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (e) theft of your “Triton Battery” or any of its components.

### **Exclusion for Failure to Connect to the Internet or Failure to Register your “Triton Battery”**

In order to provide this Limited Warranty, Triton Solar requires the ability to update your “Triton Battery” through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your “Triton Battery” for a short period. By installing your “Triton Battery” and connecting it to the internet, you consent to Triton Solar updating your “Triton Battery” through these remote upgrades from time to time, without further notice to you. If your “Triton Battery” is not connected to the internet for an extended period, or has not been registered with Triton Solar, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten-year Limited Warranty. We would prefer to avoid this, so will try to notify you if your battery internet connection is interrupted for an extended period. It is difficult for us to contact you if you have not registered your “Triton Battery” with us, so please register your “Triton Battery” with Triton Solar at the following website: [www.tritonsolar.com](http://www.tritonsolar.com). Even if we can’t honor your full ten-year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your “Triton Battery” was installed or commenced operation for the first time, whichever is earlier.

### **California Proposition 65 Warning**

**We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don’t expect you to come into contact with any part of your “Triton Battery” other than the external casing. If you do, please wash your hands afterwards.**

### **Modifications and Waivers**

No person or entity, including a Triton Solar employee or authorized representative, can modify or waive any part of this Limited Warranty. Triton Solar may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific “Triton Battery” models or on an ad hoc, case-by-case basis. Triton Solar reserves the right to do the above at any time without incurring any obligation to make a similar payment to other “Triton Battery” owners.

## **Limitation of Liability**

**Triton Solar SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER Triton Solar HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TRITON SOLAR'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR "Triton Battery".**

**SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.**

## **Limitation on Use**

YOUR "Triton Battery" IS NOT INTENDED FOR USE AS A PRIMARY OR BACK-UP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. Triton Solar DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR "Triton Battery". FURTHER, Triton Solar RESERVES THE RIGHT TO REFUSE TO SERVICE ANY "Triton Battery" USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TRITON SOLAR'S SERVICE OR REFUSAL TO SERVICE YOUR "Triton Battery" IN SUCH CIRCUMSTANCES.

## **Governing Law**

This Limited Warranty shall be governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of laws principles. The parties acknowledge that this Limited Warranty may evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Limited Warranty shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Camden County, New Jersey for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other

intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Camden County, New Jersey is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

## **Arbitration**

**READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM Triton Solar.**

For any dispute with Triton Solar in connection with this Limited Warranty, you agree to first contact us at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, we each agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“JAMS”). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Philadelphia, Pennsylvania. If you are using your “Triton Battery” for commercial purposes, each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. If you are an individual using your “Triton Battery” for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Triton Solar from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.



## **Class Action/Jury Trial Waiver**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PRODUCT FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT YOU AND Triton Solar ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **Claims Process**

In order to make a claim under this Limited Warranty, please contact the Triton Solar Authorized Reseller who sold you your “Triton Battery”. If you are unable to contact the Triton Solar Authorized Reseller who sold you your “Triton Battery”, or if you purchased your “Triton Battery” directly from Triton Solar, you should contact Triton Solar at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your “Triton Battery” and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your triton battery serial number and original installation date. Prior to returning any Product to Triton Solar, an RMA (Return Merchandise Authorization) number is required.

Contact Information  
Triton Solar, LLC  
ATTN: Warranty Department  
5 North Olney Avenue  
Cherry Hill, NJ 08003  
(609) 755-0343  
[joanneO@tritonsolar.com](mailto:joanneO@tritonsolar.com)

