

BATTERY WARRANTY TERMS

Thank you for purchasing a Bentork Lithium-ion battery pack for Electric Vehicle/Automation/Solar/Medical/Robotics/Portabel/Industrail/Defense/EnergyStorage (“Product (s)”) manufactured by Bentork Industries LLP (“Bentork”) having its registered office at Sr.No. 24/2 Jadhavrao Industrial Estate, Nanded city, Sinhgad Road, Pune-411041, Maharashtra, India (“Bentork Site”). Bentork is happy to grant you limited warranty with respect to the product (s) (“Limited Warranty”) under the terms and conditions set forth herein below.

A. Warranty start date

The Limited Warranty shall be applicable for the product warranty period commencing from the date of delivery on which the product (s) is delivered by Bentork from Bentork Site to the OEM’s Address. In case of dispute as to the warranty start date of the product (s), the warranty start date as seen in Bentork’s delivery register shall be final.

B. Applicability Criteria

1. This Limited Warranty is a voluntary warranty which shall extend only : (i) to the Original Equipment Manufacturer (“OEM”) who purchases the product (s) from Bentork and assembles the product (s) in Electric Vehicle (“Item (s)”) for the first time or; (ii) to any person ,living or juristic (“Customer”) who has purchased the item (s) containing the product (s) from the OEM as per clause H (Warranty Transfer) of this Limited Warranty Statement (“LW Statement”).
2. This LW Statement shall be subject to the Do’s and Dont’s , storage instructions, safety measures with respect to assembly and usage of the product (s) and other terms & conditions strictly, as mentioned in instruction booklet provided to OEM with the product (s) at the time of sale (“User manual”).

C. Limited Product Warranty

1. Subject to the conditions, exclusions and limitations set forth in this LW statement, Bentork hereby warrants to the OEM and the customer that the product (s) shall be free from defects in materials and workmanship that have an effect on product functionality under normal applications, assembly ,usage and service conditions as specified in the the product (s) User Manual, for a period (“Product Warranty Period”) of (mentioned in warranty card)years from the warranty start date of product (s).
2. If, during the product warranty period commencing from the warranty start date, any product (s) fails to conform to the limited product warranty mentioned in the clause herein above, Bentork will, as it sole discretion, either :
 - (a) Repair the defective product (s) to the extent of removal of defects or replace the defective product (s) at Bentork’s site where the defective product (s) shall caused to be brought, solely at the cost of the OEM or the Customer provided the Product (s) contains the visible original seal of warranty and has not been repaired by any person other than authorised service engineer of Bentork; or
 - (b) Refund the purchase price of defective Product (s) without any interest or any change, as calculated by considering 5% depreciation as per year on the original price of the said product (s) or the then prevailing price of similar product (s)

whichever is lower. The price computed by every year after charging aforementioned depreciation on the original price of the product (s) shall hereinafter be referred to as the "Residual Price" of the product (s).

3. The foregoing remedies shall be Bentork's sole and exclusive obligation, and the OEM's or the Customer's sole and exclusive remedy, for any product (s) failure to conform to the limited product warranty mentioned in this clause C of the LW Statement, and any repair or replacement shall not extend the product warranty period set forth herein.
4. Battery pack is IP 65 rated.
5. Only manufacturing defects will be covered in limited warranty Period.

Disclaimer : Product (s), manufactured from Lithium cells, is subjected to natural degradation. Bentork does not warrant a specific power output from the Product (s) under this limited product warranty.

D. Limited Warranty Exclusions and Limitations

1. In any event, all warranty claims with respect to the Product (s) must be filed in accordance with instructions outlined in clause E (Warranty claim submission and verification) of this LW statement, within the applicable product warranty Period.
2. In addition to any other exclusions, limitations per conditions set forth in this LW statement, the limited warranty does not apply to any product (s) which, in Bentork's sole judgement has been subjected to :
 - a) Misuse, tampering, vandalism, abuse, omissions, neglect or accident;
 - b) Damage to the Product (s) caused due to explosion, puncture (s), fire, water, exposure to heat, over-heating during charging, falling on the ground;
 - c) Defects/failures caused by removal of the product (s) from the item (s) by any person other than an authorised service engineer of Bentork;
 - d) Improper assembling of product (s);
 - e) Non-Compliance with instructions guidelines, measures, terms and conditions provided in user manual;
 - f) Repair, modifications of product (s) by any person other than authorised service engineer of Bentork;
 - g) Failure caused by surrounding equipment of the products(s);
 - h) Negligence or willful misconduct or other improper acts or omissions of the OEM and the customer;
 - i) Once the product (s) has been delivered from Bentork's site, any defects caused to the Product (s) thereafter, during any subsequent transportation or due to storage and handling conditions that are non-complaint with/in violation of the transportation and /or storage rules (i)prescribed under the relevant law/applicable regulations for the time being in force, or (ii) which are specified by Bentork or (iii) which are mentioned in user manual.
3. The OEM shall be responsible for inspecting and accepting the Product (s) delivered by Bentork. Bentork will not be liable to satisfy any claim with respect to the product (s) arising after the said product (s) is delivered to the OEM at the address specified by the OEM (address mentioned in the warranty card) including but not limited to transportation of the Product (s) to the OEM's Address.

4. The warranty claims will not be honored by Bentork if the type or serial number of the concerned Product (s) has been altered, changed, erased, removed or made illegible.

E. Warranty Claim Submission and Verification

1. If the OEM or the customer believes that any defect with respect to the product (s) which is covered under the Limited Warranty, has occurred, the OEM or the customer shall intimate Bentork, who shall then, at the cost of the OEM or the customer cause to bring the product at, Bentork Industries LLP ("Bentork") having its registered office at Sr.No. 24/2 Jadhavrao Industrial Estate, Nanded city, Sinhgad Road, Pune-411041, Maharashtra, India("Bentork Site"). Only through an authorised service engineer of Bentork, and shall then carry out the product test of the concerned Product (s) and prepare a report of the same ("Product Test Report").
2. Based upon the Product test report, Bentork shall decide that the defect is covered under this LW or not and shall decide over the OEM's or the customer's claim ("Warranty Claim"). The decision of Bentork shall be final and binding regarding the existence/non-existence of the defect with respect to the concerned Product (s).
3. The Warranty Claim shall be entertained by Bentork only when it is supported with:
 - (a) copy of the relevant invoice and purchase contract, documents depicting delivery date, address issued by Bentork in case of sale of Product (s) to the OEM or, issued by the OEM in case of sale of product (s) to the Customer,
 - (b) model type and serial number of the defective product;
 - (c) a precise description of the defect observed and if applicable, additional information that could attribute to the analysis of the defect, photographs of the damaged Product (s);
 - (e) details of previous claims made, if any.

Note :It is hereby clarified that any false information in the Warranty Claim shall result in rejection of the said Warranty Claim without prejudice to Bentork's further remedies available under applicable laws.

F. Governing Law

This Limited Warranty shall be governed by and construed in accordance with the laws of India and the courts at Pune, Maharashtra shall have the exclusive jurisdiction over any claim or dispute arising under or in connection with this Limited Warranty. This clause shall override any governing law and jurisdiction clause contained in any purchase order or contract related to the concerned Product (s).

G. Miscellaneous

1. In the event that Bentork replaces any Product (s) under this limited warranty:
 - (a) Bentork can use remanufactured or refurbished parts or products when repairing or replacing any Product (s).
 - (b) After replacement of the Product (s), the limited warranty under this LW statement shall be available only for the remaining term of the limited warranty and the term of the limited warranty shall not start afresh.
 - (c) Bentork shall have a right to deliver another type of the Product (s) (differing in size, colour and shape) where Bentork has discontinued producing the Product (s) being replaced under the Warranty Claim.

H. Warranty Transfer

1. Notwithstanding anything to the contrary in this LW statement, the warranties provided herein shall apply only so long as the Product (s) warranted hereby are owned by the OEM who has purchased the Product (s) from Bentork, with a valid invoice of sale, only for the purpose of assembling the product in the item (s) and not for purposes of lease, assign, sublet or any other form of alienation. However this Limited Warranty may be transferred/transmitted to the customer who purchases any Item (s) from OEM provided the product (s) remains installed continuously "as it is" at its original location in the Item (s). The transferee, thereon, shall be subjected to all the exclusions, limitations and conditions set forth in this LW Statement.
2. Such transfer of warranty to the Customer, on sale of Item (s) by the OEM shall not extend or renew the Limited Warranty periods mentioned in this LW Statement.

I. Force Majeure

Bentork Industries LLP shall not be responsible or liable in any way to the OEM or customer for any non-performance or delay in performance of any terms and conditions of this LW statement, due to

(a) acts of God i.e. fire, draught, flood, earthquake, infectious disease, epidemics, pandemics, and other natural disasters;

(b) Explosions or accidents, air crashes and shipwrecks, and other natural disasters; strikes, lock-outs, civil disturbances, lockdowns (full or partial) , curfew etc.;

(c) war or enemy action or terrorist action;

(d) change in laws, rules and regulations, injunctions or stay granted by court of law or interim order ; and

(e) any event or circumstances analogous to the foregoing which is beyond the reasonable control of Bentork.

In such cases, this Limited warranty shall be null and void from the date of occurrence of any event of force majeure.