



Effective Date: 16<sup>th</sup> October 2023

## WARRANTY AND SUPPORT– PEAK PORTABLE POWER STATIONS – UNITED STATES OF AMERICA (US)

**IMPORTANT - PLEASE RETAIN PROOF OF PURCHASE AND PRODUCT WARRANTY INFORMATION!**

### **WARRANTY**

This Warranty is provided by 8 Star Energy North America Inc., DBA Energizer Solar, licensed distributor of Energizer-branded portable power stations. 8 Star Energy North America Inc. (Energizer Solar) is a US corporation, of 888 Prospect Street, Suite 200, La Jolla, CA 92037, USA, [www.energizersolar.com](http://www.energizersolar.com).

### **WHAT DOES THIS WARRANTY COVER?**

Energizer Solar provides the following limited Warranty for Portable Power Stations [herein referred to as the Product(s)] produced/provided by Energizer Solar. The Product(s) included in this Warranty are:

- **Energizer Solar Peak 600**
- **Energizer Solar Peak 1800**

Energizer Solar warrants that the Product will be free from defects in materials and workmanship under normal use during the Warranty Period as defined below. This means that the Product will not be faulty, and that it will look and work as advertised, during the Warranty Period.

Energizer Solar under its own discretion has the right to decline the repair or replacement of the Product if the terms and conditions of this Warranty are breached.

### **WHO IS COVERED UNDER THE WARRANTY?**

Only original end-user purchasers of the Product purchased within the United States of America (including US Territories) are covered.

### **HOW LONG IS THE PRODUCT WARRANTED?**

The Warranty Period begins on the date the Product was purchased by the original end-user purchaser, and ends after the following time periods:

- Internal battery module: 36 months.
- All other components: 24 months.

A claim under this Warranty is only eligible if it is made within the Warranty Period.

### **WILL THIS WARRANTY ALWAYS APPLY?**

This Warranty does not apply if:

- the Product has been tampered with or the assembly seal has been removed or damaged;
- the Product has been altered or modified by someone other than Energizer Solar or its authorized representative;
- the Warranty claim has been made fraudulently or by misrepresentation;
- the Product was not installed, operated, repaired, or maintained in accordance with the manufacturer's instructions;
- the Product was not fully charged within 1 month after purchase of the Product and at least once every 6 months;
- the Product has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident;
- there are minor flaws that do not adversely affect the proper functioning of the Product, including but not limited to ordinary wear and tear, minor cosmetic issues, scratches, dents, stains and noise that is not excessive; or
- the serial number on the Product has been altered, defaced, or removed.

### **HOW WILL ENERGIZER SOLAR MAKE THINGS RIGHT?**

If you make an eligible claim under the Warranty, Energizer Solar will arrange, at its option:

- repair of the Product using new or previously used parts that are equivalent to new in performance and reliability; or
- replacement of the Product with a reasonably available equivalent new Energizer Solar product; or
- refund of the purchase price of the Product, minus any rebates and discounts applied at the point of purchase.

Any replacement products are warranted for the Warranty Period. All Products that are replaced become the property of Energizer Solar.

All calculations performed by Energizer Solar in evaluating your claim under this Warranty are final and binding on you except in the case of errors.

### **GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY**

Under this Warranty, Energizer Solar:

- excludes all other conditions, guarantees, rights, remedies, liabilities, representations, warranties and other implied or express terms, conferred by statute, custom or the general law that impose any liability or obligation on Energizer Solar, including but not limited to any implied warranties of non- infringement, loss of or damage to data, lack of viruses or free from virus or malware attack, security, performance, lack of negligence, workmanlike effort, that the functions contained in the Product will meet your requirements, or that defects in the Product will be corrected, or that your use of the Product will generate accurate, reliable, timely results, information, material or data;
- excludes all liability for the loss of, or damage to, data caused by use of an Energizer Solar Product, or its repair;



#### GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY (CONTINUED)

- excludes any liability it may have to you for:
  - loss of revenue or profit;
  - loss of the ability to use any third-party products, software or services, and
  - any indirect, consequential, special, incidental or punitive loss or damages (including but not limited to loss of use, data, business interruption or cost of procuring substitute services),
  - which arises under any law (including the law of negligence save for negligence on the part of Energizer Solar or its representatives) and relates to your use, or inability to use an Energizer Solar Product, or any related services.
- limits its monetary liability to you, under any law, to the price that you paid for the Product.
- References in this Section to "indirect, consequential, special or incidental losses" shall mean any losses which:
  - were not reasonably foreseeable by both parties, and/or
  - were known to you but not to Energizer Solar, and/or
  - were reasonably foreseeable by both parties but could have been reasonably prevented by you such as, for example (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

#### IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS

In addition to this Warranty provided by Energizer Solar, you may have other specific legal rights. Those rights can vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow disclaimers of implied warranties, so the limitations or exclusions herein may not apply, or may only apply to a limited extent. For a full description of their legal rights the Owner should refer to the laws applicable in their jurisdiction.

#### LIMITATION ON USE

Energizer Solar Products are not intended for use as a primary or backup power source for life-supporting systems, other medical equipment, or any other use where Product failure could lead to injury, loss of life or catastrophic property damage. Energizer Solar disclaims all liability arising out of any such use of its Products. Further, Energizer Solar reserves the right to refuse to service the Products used for these purposes and disclaims all liability arising from refusal to service the Products in such circumstances.

#### TECHNICAL AND WARRANTY SUPPORT INFORMATION

##### HOW DO I GET HELP?

If you have a question about your Product or experience a problem with it, please refer to the User Manual in the first instance. If after doing so you are still unable to resolve the issue, please contact Energizer Solar via [www.energizersolar.com](http://www.energizersolar.com).

##### WHAT SHOULD I DO IF MY PRODUCT IS DEFECTIVE?

You always have the option to return the Product to the original seller if you have a problem. You can make a claim with the seller based on this Warranty or any consumer laws that apply to you.

##### WHAT DO I NEED TO DO TO MAKE A CLAIM UNDER THIS WARRANTY?

You should refer to the original seller for information on how to progress a Warranty claim through them.

Alternatively, you can contact Energizer Solar via [www.energizersolar.com](http://www.energizersolar.com).

The following information is required to process a Warranty claim:

- your contact details;
- the model number and serial number of your Energizer Solar Product;
- a detailed description of the problem;
- a dated proof of original purchase; and
- if you have communicated with Energizer Solar previously, your trouble ticket number.

If we ask you to return your Product, you will be given a Return Merchandise Authorization (RMA) number and we'll tell you how to return it.

##### WHAT HAPPENS WHEN I RETURN MY PRODUCT UNDER THE WARRANTY?

Defective Products covered by this Warranty will be repaired or replaced without charge, or you may be provided with a refund of the purchase price of the Product, minus any rebates and discounts.

Under this Warranty, replacement products can only be sent to locations within the United States of America (including US Territories).

#### CONTACT DETAILS

8 Star Energy North America Inc., DBA Energizer Solar  
888 Prospect Street, Suite 200  
La Jolla, CA 92037  
USA  
[www.energizersolar.com](http://www.energizersolar.com)