Exoneration clause

Contract of agreement between:

Party 1
Company: EcarACCU bv
VAT: NL8149.74.545.B.01
Nationality: The Netherlands
Director: Jasper Baltus – Pieter Ursem

Located:
De Factorij 26
1689AL, Zwaag
The Netherlands

AND

Party 2
Company:
VAT:
Nationality:
Director:

Located:
_____
_____
_____

Party 2 shall obay all Guidelines, precautions and product liability in this document made by party 1, by signing this contract, or automatically by receiving an offer or invoice by party 1:

_____

Name:
Date:

Guidelines, precautions and product liability

1. Definitions

Battery means two or more cells which are electrically connected together and fitted with devices necessary for use, for example, case, terminals, marking and protective devices. A single cell battery is considered a "cell" and two or more cells which are electrically connected together and is NOT fitted with protective devices necessary for use, is called a "module".

Modules are formed by connecting 2 or more cells and then encaced in a metal case. The case has protection functions for cells from vibration, shock, etc. Modules are not fitted with protective devices necessary for use.

Cell means a single encased electrochemical unit (one positive and one negative electrode) which exhibits a voltage differential across its two terminals. Under the Model Regulations and this Manual, to the extent the encased electrochemical unit meets the definition of "cell" herein, it is a "cell", not a "battery", regardless of whether the unit is termed a "battery" or a "single cell battery" outside of this document.

Component cell means a cell contained in a battery.

Disassembly means a separation of the battery into cells, modules and the devices necessary for use.

Fire means that flames are emitted from the cell or battery.

Fully charged means a rechargeable cell or battery which has been electrically charged to its design rated capacity.

Fully discharged means either:
a primary cell or battery which has been electrically discharged to remove 100% of its rated capacity;

or

a rechargeable cell or battery which has been electrically discharged to its endpoint voltage as specified by the manufacturer.

Nominal voltage means the approximate value of the voltage used to designate or identify a cell or battery.

Open circuit voltage means the voltage across the terminals of a cell or battery when no external current is flowing.

Protective devices means devices such as fuses, diodes and current limiters which interrupt the current flow, block the current flow in one direction or limit the current flow in an electrical circuit.

Rated capacity means the capacity, in ampere-hours or milliampere-hours, of a cell or battery as measured by subjecting it to a load, temperature and voltage cut-off point specified by the manufacturer.

Rechargeable cell or battery means a cell or battery which is designed to be electrically recharged. - 45 -

Rupture means the mechanical failure of a cell container or battery case induced by an internal or external cause, resulting in exposure or spillage but not ejection of solid materials.

Short circuit means a direct connection between positive and negative terminals of a cell or battery that provides a virtual zero resistance path for current flow.

Type means a particular electrochemical system and physical design of cells or modules

Undischarged means a primary cell or battery that has not been wholly or partly discharged.

Venting means the release of excessive internal pressure from a cell or battery in a manner intended by design to preclude rupture or disassembly.

2. Transport from EcarACCU to receiver

Cells and modules which are transported from EcarACCU to another location which is not from EcarACCU, needs to be checked by the "Send Rules of EcarACCU" document, appendix 1. All guidelines in this document needs to be followed for safe transport.

The cells need to be stored at a safe location after the moment of delivery from EcarACCU.

Warning for storing the lithium ion rechargeable cell. Mishandling of the cell may cause heat, fire and deterioration in performance. Be sure to observe the following:

- Cells must be stored in a type 2 package from the ADR guidelines.
- cells must be stored separately.
- cells must be stored in a dry area with low temperature for long-term storage.
- Do not place the cells in direct sunlight or heat.
- Do not place the cells in a wet location.
- Do not store the cells in high static energy environment where the protection device can be damaged.
- The cells must be away from children or pets
- Please check the positive (+) and negative (-) direction before unpacking.
- When a lead plate or wire is connected to the cell for packing, check out insulation not to short-circuit.
- When rust or smell is detected on first use, please inform and return the product to the seller immediately.
- Be sure to request and confirm the most current product specifications in advance which explain the specifications in detail, before the final stage of your design, purchasing or use for any application.

3. Cautions and Prohibitions in Handling

Warning for using the lithium ion rechargeable cell. Mishandling of the cell may cause heat, fire and deterioration in performance. Be sure to observe the following.

3.1 Cautions for Use and Handling

- When using the application equipped with the cells, refer to the user's manual before usage.
- Please read the specific charger manual before charging.
- Charge time should not be longer than specified in the manual.
- When the cell is not charged after long exposure to the charger, discontinue charging.
- Battery must be charged at operating temperature range 0 ~ 50°C.
- Battery must be discharged at operating temperature range 0 ~ 50°C. (Cell Surface Temperature)
- Please check the positive (+) and negative (-) direction before packing.
- When a lead plate or wire is connected to the cell for packing, check out insulation not to short-circuit.
- Battery must be stored separately.
- Battery must be stored in a dry area with low temperature for long-term storage.
- Do not place the battery in direct sunlight or heat.
- Do not use the battery in high static energy environment where the protection device can be damaged.
- When rust or smell is detected on first use, please return the product to the seller immediately.
- The battery must be away from children or pets
- When cell life span shortens after long usage, please exchange to new cells.
- Do insulate between the metal plate and cell or other components not to make a electrical short.
- The cells should be handled and used in Pack/System manufacturing companies only.
- The cells should be sold only to Battery Pack Maker(s) or System Integrator(s). The cells should not be handled by individual consumers and should not be sold to individual consumers by individual markets.
- Be sure to request and confirm the most current product specifications in advance which explain the specifications in detail, before the final stage of your design, purchasing or use for any application.

3.2 Prohibitions

- Do not use different charger.
- Do not charge with constant current more than maximum charge current.
- Do not throw or cause impact.
- Do not pierce a hole in the battery with sharp things. (such as nail, knife, pencil, drill)
- Do not use with other batteries or cells.
- Do not solder on battery directly.
- Do not press the battery with overload in manufacturing process, especially ultrasonic welding.
- Do not expose the battery to high heat. (such as fire)
- Do not put the battery into a microwave or high pressure container.
- Do not use the battery reversed.
- Do not connect positive(+) and negative(-) with conductive materials (such as metal, wire)
- Do not allow the battery to be immerged in or wetted with water or sea-water.
- Do not give immoderate heat and force to battery cell during a welding process of metal plates on it.

3.3 Caution for the battery and the pack

Pack shall meet under condition to maintain battery safety and last long performance of the lithium rechargeable cells.

3.3.1 Installing the battery into the pack

- The cell should be inspected visually before battery assembly into the pack.
- The cells / modules should be inspected on electrical specification before battery assembly into the pack.
- Damaged cell should not be used. (damaged surface, can-distortion, electrolyte-smell)
- Different types of cells should not be packaged into the same pack.
- Different types of cells, or same types but different cell makers should not be used together.
- Different types of cells, or same types but different electrical specifications should not be used together.

3.3.2 Design of battery pack

- The battery pack should not be connected easily to any charger other than the dedicated charger.
- The battery pack has function not to cause external short cut easily.
- The design of battery pack and its structure should be reviewed physically, mechanically and electrically not to cause cell imbalance.
- The battery pack for multiple cells should be designed to monitor the voltage of each cell.

3.3.3 Charge

- Charging method is Constant Current-Constant Voltage (CC/CV).
- Charging should be operating under maximum charge voltage and current which is specified in the product specification.
- The battery should be charged under operating temperature specified in product specification.

3.3.4 Discharge

- Discharging method is Constant Current (CC).
- Discharging should be operating under maximum discharge current which is specified in the product specification.
- Discharging should be done by cut off voltage which is specified in the product specification.
- The battery should be discharged under operating temperature specified in product specification.

3.3.5 Protection Circuit

- The protection circuit should be installed in the battery pack, charger.
- Charger or pack should have voltage sensing system to control over charge or discharge in order to maintain the battery's normal operating mode and protect cell imbalance.
- Charger or pack should have warning system for over temperature, over voltage and over current
- When battery packs for any applications are assembled with cells, following functions must be designed into the battery packs and/or in the charger or charging adapter. The detailed levels, values, conditions for each following functions should be referring to the contents specified in this Product Specification. If one or more than one function is/are to be omitted, the Packer Company (and/or System integration company) must be informing to EcarACCU by letter and needs a special approval for obeying the functions. Without a signed permission of EcarACCU, EcarACCU will not be liable for any field quality issues happened due to exclusion of following functions.

  (1) Over voltage protection circuit

  (2) Under voltage protection circuit

  (3) Over Charge current protection circuit

(4) Over Discharge current protection circuit

(5) Short circuit protection

(6) Over Temperature protection circuit

(7) 2nd over voltage protection

(8) FET failure protection (in case FET is out of order)

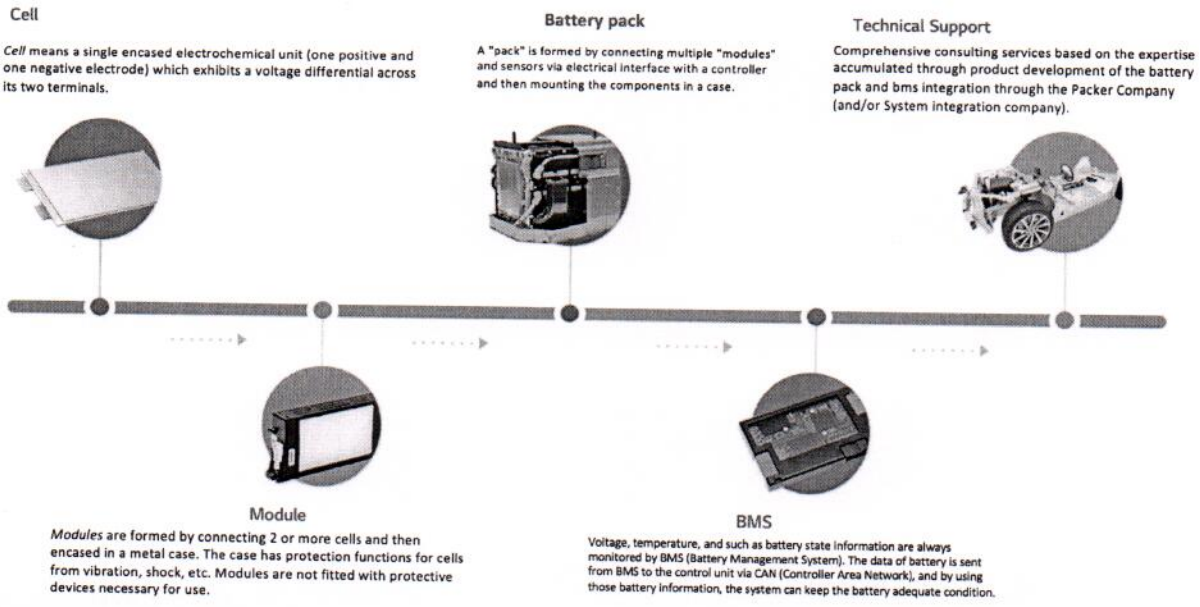
(9) Cell imbalance protection circuit (only for battery packs assembled with more than one cell)

(10) Cell Voltage balancing function (only for battery packs assembled with more than one cell)

Exclusion of Liability

The liability is limited to the invoice amount between EcarACCU and party 2. The warranty shall not cover defects caused by normal wear and tear, inadequate maintenance, handling, storage faulty repair, modification to the battery or pack by a third party other than EcarACCU, failure to observe the product specification provided herein or improper use or installation, including but not limited to, the following:

- Damage during transport or storage
- Incorrect installation of battery into pack or maintenance
- Use of battery or pack in inappropriate environment
- Improper, inadequate, or incorrect charge, discharge or production circuit other than stipulated herein
- Incorrect use or inappropriate use
- Insufficient ventilation
- Ignoring applicable safety warnings and instructions
- Altering or attempted repairs by unauthorized personnel
- In case of force majeure (ex. lightening, storm, flood, fire, earthquake, etc.)
- There are no warranties-implied or express-other than those stipulated herein. EcarACCU shall not be liable for any consequential or indirect damages arising or in connection with the product specification, PCB(printed circuit board; bms), battery or pack.



Appendix 1: Send document EcarACCU
Version: 20200706

Customer
name:.....
City:.....Colli:.....
Country:.....Total weight:.....
Date:.....Contains:.....

1. Checklist

1.1 Packing of the batteries

YES	NO	
		Is the storage area for the packaging clean and free from sharp objects?
		Are the battery terminals covered?
		Are all the conductive parts provided of a nonconductive layer?
		Are there no dents deeper than 2 mm?
		Is the battery free from fire damage?
		Has the battery no strange smell?
		Is there no leakage from the battery? (electrolyte, coolant, etc...)
		Are the cells placed at a minimum from 1 cm from the sides?
		Is the battery disconnected from the power consumer?
		Are all the cells below their maximum voltage?
		Can the parts in the packaging no longer move?
		Do you (name.....) have the **photos** where all the batteries are in the packaging?

1.2 Packaging

YES	NO	
		Is the packaging closed?
		Is the packaging conform type X, Y of Z?
		Is there no visible damage?
		Is it clear how the packaging should be placed?
		Is the packaging provided of the CLASS 9 and UN-3480 on the top and side?
		Is the CMR Consignment Note been completed?
		Is the packaging provided of the total weight?
		Is each package provided with a copy of the CMR?
		Do you (name.....) have the **photos** of the package after the check?

1.3 Loading

YES	NO	
		Is the transport vehicle waterproof?
		Is the entire packaging in the designated space in the transport vehicle?
		Can't the packaging move anymore in the transport vehicle?
		Do you (name:.....) have **photos** of the transport vehicle?
		Does the sender filled in all the details in chapter 3?
		Has the carrier filled in all the details in chapter 3?

2. Procedure

0% - 99% YES-score chapter 1
- Not allowed to dispatch

100% YES-score chapter 1
- Ready to dispatch

3. Conformation by signature

Agreement Sender
Name: Company:

The senders signature indicates that he / she complies with the above checks.

Agreement Carrier
Name: Company: License plate:

The carriers signature indicates that he / she agrees to the checks above.
Carrier is allowed to ask for photos of the package inside.