



## LIMITED WARRANTY - STATIONARY

Subject to the limitations, exclusions and disclaimer set forth below, Eagle Eye Power Solutions, LLC. ("Eagle Eye") warrants to the customer as identified in the original purchase order received by Eagle Eye and the original purchaser from such customer, distributor, or dealer (collectively, the "Customer") that each new Eagle Eye BC-2500 / BC-2200 will be free from defects in material and workmanship for a period of sixty (60) months from the date of the original shipment from Eagle Eye, unless Eagle Eye and the original purchaser have a written agreement in place that specifies an alternate limited warranty period. Defective products or parts should be sent with transportation charges prepaid to the Eagle Eye at the address noted below. To do so, first obtain a Return Material Authorization ("RMA") number by calling the Service Department of Eagle Eye (1.414.962.3377) or by emailing [info@eepowersolutions.com](mailto:info@eepowersolutions.com) and then send the defective product with transportation charges prepaid to:

Eagle Eye  
c/o Lester Electrical  
625 West A Street  
Lincoln, NE 68522-1794 USA  
Attention: Service Department  
RMA # \_\_\_\_\_

If the product or parts are found in the reasonable judgment of Eagle Eye to be defective in material or workmanship, Eagle Eye's sole obligation shall be to repair, replace, or credit such products or parts as may be appropriate in the circumstances. Repair, replacement, or credit will be at the discretion of Eagle Eye, with replacements being made using current models or parts performing the equivalent function. All warranty repair work performed at the Eagle Eye factory will be completed within a reasonable time after receipt of defective items and at Eagle Eye's cost. For warranty repair work performed at facilities other than the Eagle Eye factory, Eagle Eye will provide only the required replacement products or parts.

**LIMITATION ON COVERED COSTS:** EAGLE EYE'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS OR PARTS AS DETERMINED BY EAGLE EYE IN ITS REASONABLE DISCRETION. LABOR CHARGES OTHER THAN THOSE INCURRED AT THE EAGLE EYE FACTORY ARE NOT COVERED UNDER THIS WARRANTY AND ARE THE RESPONSIBILITY OF THE CUSTOMER. ALL EXPENSES ASSOCIATED WITH DELIVERING DEFECTIVE ITEMS TO THE EAGLE EYE FACTORY AND THE EXPENSE OF RETURNING REPAIRED OR REPLACED ITEMS FROM THE EAGLE EYE FACTORY TO THE CUSTOMER WILL BE PAID BY THE CUSTOMER.

**WARRANTY LIMITATIONS:** THIS WARRANTY DOES NOT COVER: (1) ANY PRODUCT THAT HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE, MODIFICATION, OR ACCIDENT, OR OPERATED IN ANY WAY THAT IS CONTRARY TO INSTRUCTIONS SPECIFIED ON THE PRODUCT ENCLOSURE OR IN THE APPLICABLE PRODUCT MANUAL; (2) DAMAGE TO ANY PRODUCT RESULTING FROM NORMAL WEAR AND TEAR; OR (3) DAMAGE TO ANY PRODUCT DUE TO A FORCE OF NATURE OR AN ACT OF ANY THIRD PARTY.

**THIS WARRANTY DOES NOT COVER:** (1) COMPONENTS WHICH ARE VULNERABLE TO ELECTRICAL OVERLOADS BEYOND THE CONTROL OF EAGLE EYE, (2) COMPONENTS THAT ARE CONSUMABLE ITEMS THAT WEAR OUT UNDER NORMAL USE, WHICH INCLUDE, BUT ARE NOT LIMITED TO, FUSES; OR (3) ANY THIRD-PARTY PRODUCTS SUPPLIED AT THE CUSTOMER'S REQUEST, INCLUDING WITHOUT LIMITATION CUSTOM PROFILES, ALGORITHMS, OR SOFTWARE INSTALLED WITHIN A EAGLE EYE PRODUCT. THE WARRANTY ON ACCESSORY ITEMS NOT MANUFACTURED BY EAGLE EYE IS LIMITED TO THE TERMS SPECIFIED IN THE ORIGINAL MANUFACTURER'S WARRANTY, IF ANY.

**THIS WARRANTY DOES NOT COVER ANY COMPONENTS THAT ARE INSTALLED ONTO OR WITHIN A EAGLE EYE PRODUCT IN THE FIELD BY THE CUSTOMER, OR ONE OF THEIR AGENTS, THAT ARE NOT EAGLE EYE PRODUCTS THEMSELVES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, AC CORDSETS, DC CORDSETS, AND OTHER WIRE ASSEMBLIES. MOREOVER, THIS WARRANTY DOES NOT COVER ANY DAMAGES, TO A EAGLE EYE PRODUCT OR OTHERWISE, CAUSED BY ONE OF THESE COMPONENTS.**

**THIS WARRANTY DOES NOT COVER ANY COMPONENTS THAT ARE INSTALLED ONTO OR WITHIN A EAGLE EYE PRODUCT IN THE FIELD BY THE CUSTOMER, OR ONE OF THEIR AGENTS, THAT ARE NOT INSTALLED ACCORDING TO THE INSTRUCTIONS AND SPECIFICATIONS (FOR EXAMPLE, TORQUE SETTINGS) PROVIDED BY EAGLE EYE ON THE PRODUCT ENCLOSURE OR IN THE APPLICABLE PRODUCT MANUAL, WHICH INCLUDE, BUT ARE NOT LIMITED TO, AC CORDSETS, DC CORDSETS, AND OTHER WIRE ASSEMBLIES. MOREOVER, THIS WARRANTY DOES NOT COVER ANY DAMAGES, TO A EAGLE EYE PRODUCT OR OTHERWISE, CAUSED BY THE INCORRECT INSTALLATION OF ONE OF THESE COMPONENTS. IF USED IN A MOBILE OR PORTABLE INSTALLATION AND/OR APPLICATION, THE WARRANTY PERIOD IS LIMITED TO SIX MONTHS FROM DATE OF MANUFACTURE.**

**THIS WARRANTY DOES NOT COVER ANY BC-2500 / BC-2200 USED IN RAILROAD APPLICATIONS.**

**USE WITH LITHIUM BATTERIES:** DUE TO THE NATURE OF LITHIUM-ION BATTERIES, THEY MUST, AT ALL TIMES, BE PROTECTED AGAINST A VARIETY OF CONDITIONS THAT COULD BE DAMAGING TO THE BATTERY PACK OR ITS INDIVIDUAL CELLS BY A BATTERY MANAGEMENT SYSTEM ("BMS") BASED UPON THE CHEMISTRY AND NEEDS OF THE SPECIFIC LITHIUM-ION CELLS. AS SUCH, THE BMS MAINTAINS CONTROL OVER THE PACK AND THE CONDITIONS FOR ITS USE, BOTH DURING DISCHARGING AND CHARGING. AT NO TIME DOES A EAGLE EYE PRODUCT HAVE DIRECT CONTROL OF THE PACK. THEREFORE, IN NO EVENT WILL EAGLE EYE BE HELD LIABLE FOR DAMAGES TO OR ANY DAMAGES CAUSED BY LITHIUM-ION BATTERIES USED IN COMBINATION WITH A EAGLE EYE PRODUCT.

**DISCLAIMER OF IMPLIED WARRANTIES:** EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH HEREIN, EAGLE EYE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO ANY GOODS OR SERVICES THAT EAGLE EYE HAS MANUFACTURED, FABRICATED, PRODUCED, SOLD, OR PROVIDED TO THE CUSTOMER, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED.

**LIMITATION ON LIABILITY:** EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH ABOVE, EAGLE EYE 'S LIABILITY TO THE CUSTOMER, ANY END USER, OR ANY THIRD PARTY FOR ANY GOODS OR SERVICES WHICH DO NOT CONFORM TO THE LIMITED WARRANTIES SET FORTH ABOVE SHALL NOT, IN ANY EVENT, EXCEED THE AMOUNT PAID TO EAGLE EYE FOR SUCH NON-CONFORMING GOODS OR SERVICES AS DETERMINED PURSUANT TO THE APPLICABLE PURCHASE ORDER.

**LIMITATION ON THE NATURE OF DAMAGES:** EXCEPT AS EXPRESSLY PROVIDED ABOVE, EAGLE EYE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE CUSTOMER, ANY END USER, OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OF ANY NAME, NATURE, OR DESCRIPTION AS A RESULT OF THE FAILURE OF ANY GOODS OR SERVICES PURCHASED BY THE CUSTOMER FROM EAGLE EYE.