

Product Indemnity Waiver – Lilon/LiFePO4/LiPo Approved Supply Release Note

The purpose of this agreement is to determine the responsibility of the parties in relation to the supply and use of the products and finished products, the subject of this Agreement, which are supplied on the basis such products are strictly not for retail sale.

Date: _____ Order No: _____

Company Name "Customer": _____

Registered Address: _____

Directors / Purchasing Officials: _____

Phone: _____ Fax: _____ Email: _____

The following product/s are covered by this Indemnity Waiver: _____ ("products")

The product/s are being purchased for the sole reason of: _____

Finished products means battery cells and/or assemblies using the above products.

We the Customer and its directors hereby acknowledge and agree to the following with respect to the supply of the above product/s:

- The Customer and its directors agree that:
1. They will not hold Master Instruments Pty Ltd (the supplier and direct importer) liable for any loss or damage sustained or arising from the use and assembly of the products and finished products.
 2. They are responsibly buying Rechargeable Lithium Ion single cell or battery pack product without being provided with information as to the end user application specific data and use of properly designed safety circuits (including, but not limited to, protection circuit modules) that is usually required by Master Instruments Pty Ltd and the manufacturer. Due to the nature of this product, the use outside of manufacturer's specifications as provided is not covered by any warranty and Master Instruments Pty Ltd shall have no liability whatsoever arising out of such use.
 3. They have read all necessary data sheets, safety precautions, proper charging methods, use and handling documentation provided with the supply of the products.
 4. They indemnify Master Instruments Pty Ltd in respect of any claim or demand made or action commenced by any person or entity against Master Instruments Pty Ltd or for which Master Instruments Pty Ltd is liable in connection with any loss or damage suffered in connection with the manufacture, assembly, sales, use and/or disposal of the products and/or finished products.
 5. No liability or authorisation has been granted by Master Instruments Pty Ltd or the cell manufacturer for these Rechargeable Lithium cells to be used for repacking original batteries. These single cells can only be assembled into packs by authorized pack assembly centres that have been approved for safety circuit assembly and Lithium ion pack design.
 6. They are not an authorised assembly centre sanctioned by the manufacturer or Master Instruments Pty Ltd.
 7. They shall be solely responsible for compliance with all health, safety and environmental requirements arising from the manufacture, assembly, sales, use, and/or disposal of the products and/or finished products.
 8. The products and finished products should not be supplied for retail sale to consumers in any circumstances without safety circuits being added as per the manufacturer's specifications.

Signed for and on behalf of Master Instruments Pty Ltd **Signed for and on behalf of Customer**

Director / Authorised Signatory Director / Authorised Signatory

Print Name: _____ Print Name: _____

Please Note: Manufacturers of Rechargeable Lithium batteries like to ensure the use of properly designed safety circuits with Rechargeable Lithium battery packs. Rechargeable Lithium cells are not usually sold as "off the shelf" products (bare cell configuration) and are thus not generally available as a standard product from distributors. Lithium ion cells, however can be assembled into packs by authorised pack assembly centres that have been approved for safety circuit assembly and Rechargeable Lithium pack design. [Issue 1; Rev.4; March 2024]