

## Power. On Your Terms.



# **10 Year Limited Warranty**

PHI 3.8<sup>™</sup> | PHI 2.9<sup>™</sup> | PHI 1.4<sup>™</sup> | PHI 730<sup>™</sup>

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THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE FURTHER LEGAL RIGHTS AND REMEDIES UNDER LOCAL LAWS IN YOUR COUNTRY. THE TERMS OF THIS LIMITED WARRANTY WILL APPLY TO THE EXTENT PERMITTED BY APPLICABE LAW. SOME COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, MEANING THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. SOME COUNTRIES REQUIRE SPECIFIC DISCLOSURES TO BE INSERTED IN AN IMPLIED WARRANTY. PLEASE SEE THE SPECIFIC DISCLOSURES SET FORTH IN THE APPENDIX TO THIS WARRANTY; SPECIFIC DISCLOSURES THAT MAY RELATE TO YOUR COUNTRY. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR COUNTRY.

THIS LIMITED WARRANTY AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH IT (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COUNTRY OR (IF APPLICABLE) STATE OR PROVINCE WHERE THE WARRANTED PRODUCT IS FIRST INSTALLED. IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE BECAUSE IT IS INVALID OR IN CONFLICT WITH ANY LAW OF ANY RELEVANT JURISDICTION, THE VALIDITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE CONSTRUED AND ENFORCED AS IF THE UNENFORCEABLE PROVISIONS WERE REPLACED BY VALID, LEGAL AND ENFORCEABLE PROVISIONS THAT COME CLOSEST TO THE INTENT UNDERLYING THE INVALID OR UNENFORCEABLE PROVISION. THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) SHALL NOT APPLY TO THIS LIMITED WARRANTY OR ANY ASPECT OF ANY DISPUTE RELATING TO THIS LIMITED WARRANTY.

## 10 Year Limited Warranty: PHI 3.8<sup>™</sup> | PHI 2.9<sup>™</sup> | PHI 1.4<sup>™</sup> | PHI 730<sup>™</sup>

### Section 1.0 – Limited Pro-Rated Warranty Coverage

The SimpliPhi Power PHI 3.8<sup>™</sup>, PHI 2.9<sup>™</sup>, PHI 1.4<sup>™</sup> and PHI 730<sup>™</sup> Batteries (the "SimpliPhi Product") as manufactured and sold by SimpliPhi Power, Inc., a Delaware corporation, is warranted (the "Limited Warranty") by SimpliPhi Power, Inc. against manufacturing defects in materials and workmanship for a period of ten (10) years (the "Limited Warranty Period") or for 10,000 cycles on a prorated basis, whichever comes first, when installed and operated within the specifications provided in the SimpliPhi Installation Manual for Operating Parameters (Tables 1.0 & 2.0).

The term of this Limited Warranty (i) begins on the original date of purchase of the SimpliPhi Product(s) as indicated on the Limited Warranty Registration Card submitted to SimpliPhi Power and (ii) continues through the Limited Warranty Period. This Limited Warranty applies only to the original end-use purchaser of the SimpliPhi Power Product(s) and is transferable only if the SimpliPhi Power Product(s) remain installed in the Original Use Location. SimpliPhi Power does not warrant or guarantee workmanship performed by any person or firm installing the SimpliPhi Power Product(s). This Limited Warranty does not cover the cost of installation, removal, shipping or reinstallation. This Limited Warranty does not cover faults in design or installer error such as reverse polarity or misuse of system wide equipment or inaccurate programming of all ancillary equipment in your system. Failure to comply with the installation and operating parameters in the Installation Manual will void the Warranty.

This Limited Warranty applies only to SimpliPhi Power Product(s):

- a) purchased from SimpliPhi Power Inc. or an authorized SimpliPhi Power distributor, dealer or reseller and
- b) installed by a licensed professional. In the event you rent or lease the SimpliPhi Power Product(s), no end-user purchase takes place; therefore, this Limited Warranty does not apply and you must contact your rental or leasing company to determine whether Warranty coverage is applicable.

The liability of SimpliPhi Power under this Limited Warranty shall be limited to the repair or replacement of the SimpliPhi Power Product(s), at SimpliPhi Power's sole discretion. If the SimpliPhi Power Product(s) is found to be defective as a result of any manufacturing defect in materials and workmanship during the Limited Warranty Period, SimpliPhi Power will, at its sole discretion either (i) repair the SimpliPhi Power Product(s) or (ii) replace the SimpliPhi Power Product(s). If a SimpliPhi Power Product(s) is replaced, the returned SimpliPhi Power Product(s) will become the property of SimpliPhi Power and must be sent to SimpliPhi Power free of any third-party ownership claims. The Warranty period of any repaired SimpliPhi Power, or the remaining term of the Limited Warranty Period, whichever is greater.

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**CAUTION:** Circuit Breakers, Disconnects and Fuses should be employed throughout several points of a Power storage and generation installation to effectively isolate and protect all components of the system to safeguard against faults, short circuits, polarity reversals or a failure of any component in the overall system. Fuses, breakers, wire ratings and values should be determined by established standards and evaluated by certified electricians, licensed installers, and regional code authorities. Although each PHI Battery contains both an 80 Amp circuit breaker and an internal BMS with circuitry that protects the Lithium Ferrous Phosphate cells from overcharge, over-discharge and excessive load amperage, the PHI Batteries must always be installed with a charge controller and the appropriate voltage settings to protect the PHI from open PV voltage and other high voltage charging sources. The PHI Battery Management System (BMS) and internal circuit breaker alone will not protect the PHI batteries from these extreme electrical phenomena. Failure to adhere to installation protocol will void the Warranty. To obtain maximum lifetime capacity (cycle life), a properly sized bank will operate at an average maximum output not to exceed C/2 (refer to other limitations as identified herein for each model). Ensure the size of the bank is greater than twice the kW potential load. Inverter/charger size shall follow a 1:2 ratio.



**CAUTION:** All PHI batteries must be fully charged before commissioning the system (i.e. before connecting loads). Failure to do so will void the Warranty.



#### CAUTION: Verify polarity at all connections with a standard volt meter before:

- 1.) Energizing the system and
- 2.) In the case of PHI 3.8 and PHI 2.9 models, before switching the breaker to the "ON" position. Reverse polarity at the battery terminals will void the Warranty and destroy the batteries.

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**CAUTION:** Only use a SimpliPhi approved LFP charger if ancillary charging is required before installation, testing or troubleshooting. Failure to use a SimpliPhi approved LFP charger will damage the battery and void the Warranty.



**CAUTION: Charging LFP batteries at temperatures below freezing.** Do not attempt to charge the battery below 32° F (0° C). Attempts to charge at subfreezing temperatures can adversely affect SOH and cycle life, and will void the Warranty.

If the battery must be charged below 32° F (0° C), the rate of charge must be at no more than 5% of the battery's rated capacity (C/20).

# Section 2.0 – SimpliPhi Power Guide for Operating Parameters

Although SimpliPhi batteries are capable of performing at very high rates and depths of discharge within a very wide temperature range, in order to achieve extended life cycles and to comply with the Warranty, follow all inverter and charge controller programming guidelines outlined in the relevant SimpliPhi Installation Manual and Integration Guide(s). These documents can be found on SimpliPhi's Product Documentation web page: <u>https://simpliphipower.com/product-documentation/</u>.

#### Section 3.0 – Obtaining Warranty Service

To activate this Limited Warranty, the attached Limited Warranty Registration Form must be completed and forwarded to SimpliPhi Power pursuant to the instructions set forth in the Limited Warranty Registration Form in order for SimpliPhi Power to know the Original Use Location and the SimpliPhi Power Product(s) involved. It is important that you complete the Limited Warranty Registration Form since that is the only way SimpliPhi Power knows the Original Use Location and the SimpliPhi Power Product(s) involved. This Limited Warranty applies only to the SimpliPhi Power Product(s) that are (i) registered on the Limited Warranty Registration Form attached to this Limited Warranty and (ii) installed in the Original Use Location which shall be described by inserting the address of the Original Use Location in the space "Address of Installation" provided in the Limited Warranty Registration Form and name of installer/distributor or supplier.

To request Warranty service, your Installer/Distributor/Supplier must contact SimpliPhi Power Technical Support in writing at <u>TechSupport@SimpliPhiPower.com</u> within the Limited Warranty Period. Either SimpliPhi Power or its authorized representative will attempt to troubleshoot the SimpliPhi Power Product(s) at the Original Use Location to determine whether the SimpliPhi Power Product(s) are defective. If SimpliPhi Power determines that Warranty service is required, Technical Support will assist in getting authorization for a Return Material Authorization ("RMA") number and instruct you how to submit the RMA through <u>TechSupport@SimpliPhiPower.com</u>. To be prepared for Technical Support assistance, you need to provide in writing to your Installer/Distrbutor/Supplier all the following information (at a minimum):

- Proof of date and place of purchase in the form of a copy of the purchase invoice for the original SimpliPhi Power Product(s)
- The SimpliPhi Power Product model number and serial number
- Date of Power Product commissioning
- An electrical single line drawing or Balance of System (BoS) equipment details, including:
  - Solar panel quantity/make/model and wiring configuration (if applicable)
  - o Battery-based inverter quantity/make/model
  - Charge controller quantity/make/model (if applicable)
  - o Grid-tie inverter quantity/make/model (if applicable)
  - Non-solar charging sources (generator, grid, wind, micro-hydro, etc.)
- Inverter and/or charge controller equipment settings
- Photos of the SimpliPhi Power Product(s) and the overall system installation
- Battery wiring details, including:
  - o Battery cables' gauge
    - o Battery cables' length
    - DC busbars' make/model/rating
  - DC terminals' torque specifications
- A copy of the installation protocol
- Address where the SimpliPhi Power Product(s) are located
- Description of the problem
  - Events / symptoms leading up to the problem with the SimpliPhi Power Product(s)
  - Resolutions attempted



## At any point in the RMA process, SimpliPhi may determine that the SimpliPhi Power Product(s') warranty is void due to

- Improper battery bank sizing
- Improper battery wiring and/or installation
- Incorrect inverter and/or charge controller settings
- Power Products paired with incompatible equipment
- Other indications of damage due to improper system operation and/or installation

Once all required RMA Request information is gathered, SimpliPhi issues an RMA number and the RMA Request is determined to be either "In Warranty" or "Out of Warranty":

- "In Warranty" the SimpliPhi Power Product has a manufacturing defect
- "Our of Warranty" the SimpliPhi Power Product was damaged on site due to improper installation and/or operation

#### In Warranty

If SimpliPhi determines the RMA Request to be In Warranty, the SimpliPhi Power Product will be replaced at no cost to the customer, either with a refurbished product or a new replacement product. In this case, SimpliPhi will pay for the product shipment, but the customer will be required to pack the authorized SimpliPhi Power Product(s) for return, along with with the information described above and any other information requested on the RMA, in the original SimpliPhi Power Product shipping container or packaging providing equivalent protection protection with the RMA number marked clearly on the shipping container(s).

#### **Out of Warranty**

After receiving the RMA number, the SimpliPhi Power Product may be shipped to SimpliPhi for further evaluation as part of a Root Cause Analysis (RCA). The upfront RCA fee is \$250. The customer will be required to pack the authorized SimpliPhi Power Product(s) for return, along with the information described above and any other information requested on the RMA, in the original SimpliPhi Power Product shipping container or packaging providing equivalent protection with the RMA number marked clearly on the shipping container(s). You must prepay all shipping charges covering shipment to the location designated by SimpliPhi Power, and you must insure the shipping damage caused by an improperly packaged SimpliPhi Power Product, the repairs this damage might require, or the cost of these repairs.

If, upon receipt of the SimpliPhi Power Product(s), SimpliPhi Power determines the SimpliPhi Power Product(s) are defective and that the defect is not covered under the terms of this Limited Warranty, SimpliPhi Power will invoice for the replacement product. Upon receipt of payment, the SimpliPhi Power Product(s) will be shipped to you, freight prepaid, non-expedited, using a carrier of SimpliPhi Power's choice for shipment.

If, subsequent to the RCA's completion, SimpliPhi Power determines that the SimpliPhi Power Product(s) has a manufacturing defect, the RMA will be revised as "In Warranty", the RCA fee will be refunded and the SimpliPhi Power Product will be replaced at no additional cost to the customer.

#### Section 4.0 – Exclusions and Limitations

This Limited Warranty does not apply to the SimpliPhi Power Product(s) or any SimpliPhi Power Product part (i) if the SimpliPhi Power Product(s) have logged in excess of 10,000+ cycles or a period of 10 years or (ii) if the SimpliPhi Power Product(s) or any SimpliPhi Power Product part has been modified or damaged by the following:

- Installation or Removal
- Alteration or Disassembly
- Normal Wear and Tear
- Accident or Abuse (Being Dropped, etc.)
- Corrosion Inappropriate Environmental Exposure
- Repair or Service Provided by an Unauthorized Repair Facility
- Lightning
- Operation Contrary to Manufacturer Product Instructions
- Fire, Flood or Acts of God
- Excessive Heat or Cold Conditions
- Water Damage
- Shipping or Transportation
- Incidental or Consequential Damage Caused by Other Components of the Power System Including but not Limited to Inverters, Charge Controllers, Breakers, Bypass Switches, Fuses, etc.
- Any Product Whose Serial Number has been Altered, Defaced or Removed
- Operation in a Non-Intended Use, or a Use Which Exceeds the Recommended or Permitted Limits or Loads of the SimpliPhi Power Product outlined in the SimpliPhi Power Product Specification Sheets and Installation Manuals

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SIMPLIPHI POWER PRODUCT(S). SIMPLIPHI POWER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF THE SIMPLIPHI POWER PRODUCT(S), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY AFTER THE LIMITED WARRANTY PERIOD.

SIMPLIPHI POWER ALSO EXPRESSLY LIMITS ITS LIABILITY IN THE EVENT OF A PRODUCT DEFECT TO REPAIR OR REPLACE IN ACCORDANCE WITH THE TERMS OF THIS LIMITED WARRANTY. ANY AND ALL LIABILITY FOR INCIDENTIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR SIMPLIPHI POWER PRODUCT(S) NOT BEING AVAILABLE FOR USE OR LOST REVENUES OR PROFITS, EVEN IF SIMPLIPHI POWER HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. SOME STATES (OR JURISDICTIONS) MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

If there is any inconsistency between this Limited Warranty and any other agreement or statement included with or relating to SimpliPhi Power Product(s) or services, this Limited Warranty shall govern. If any provision of this Limited Warranty is found invalid or unenforceable, it shall be deemed modified to

the minimum extent necessary to make it enforceable and the remainder of this Limited Warranty shall remain valid and enforceable according with its terms.

# Section 5.0 – Consumer Protection and Other Laws May Apply

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Some states may provide for additional warranty rights and remedies, and the provisions contained in this Limited Warranty are not intended to limit, modify, take away from, disclaim or exclude any mandatory Warranty requirements provided by states, including certain implied Warranties. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. **Your acceptance and use of the SimpliPhi Power Product(s) constitutes acceptance of the terms, conditions and limitations of this Limited Warranty.** The terms, conditions and limitations of this Limited Warranty. The terms, conditions and limitations of this SimpliPhi Power agreement or document relating to the subject matter hereof, including, but not limited to, the terms and conditions that are part of a purchase order covering the SimpliPhi Power Product(s).

#### Section 6.0 – Contacting SimpliPhi

To obtain Warranty service, please contact us as follows:

SimpliPhi Power, Inc. 3100 Camino Del Sol Oxnard, California, 93030 805.640.6700 techsupport@simpliphipower.com

For technical support, please contact us as follows:

805.640.6700 techsupport@simpliphipower.com

#### Section 7.0 – Warranty Registration

#### Instructions for Warranty registration:

Please fill out the attached form, detach, affix First Class postage, include your return address, fold and tape shut with clear tape on bottom and sides before mailing. We recommend you keep a copy of your completed Warranty Registration Form for your records. This form is for product registration. Failure to complete and return the form does not diminish the consumer's warranty rights. \*It is important that you complete the Limited Warranty Registration Form since that is the only way SimpliPhi Power knows the Original Use Location and the SimpliPhi Power Product(s) involved.

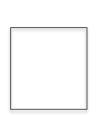
## SimpliPhi Power Warranty Registration

Customer Information:		
Name:		
Address of Installation	:	
Phone:		
Email:		
Product Model:		
Quantity: Date of Installation:		Date of Commissioning:
Serial Numbers:		
1	8	15
2	9	16
3	10	17
4	11	18
5	12	19
6	13	20
7	14	21
For orders that exceed (2	1) PHI batteries please provide Seria	al Numbers on a separate page.
Date of Purchase:		
First time Purchase, R	eplacement or Additional?	
Where did you purchase this product?		
Company Name of Lic	ensed Installer:	
Licensed Installer Co	ontact Information:	
Contact:		
Address:		
Phone:		
Email:		

SimpliPhi Power, Inc. | 3100 Camino Del Sol | Oxnard, CA 93030, USA | (805) 640-6700 | info@simpliphipower.com | SimpliPhiPower.com

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SimpliPhi Power, Inc. 3100 Camino Del Sol Oxnard, CA 93030

### **Appendix A – Country Specific Disclosures**

#### A.1 – Australia

THIS LIMITED WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE RESTRICT OR LIMIT, ANY RIGHTS A CUSTOMER HAS UNDER THE AUSTRALIAN CONSUMER LAW.

THE PRODUCT, THE SUBJECT OF THIS LIMITED WARRANTY, COMES WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITELD TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND FOR COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE PRODUCT, THE SUBJECT OF THIS LIMITED WARRANTY, REPAIRED OR REPLACED IF IT FAILS TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THESE CONSUMER GUARANTEE RIGHTS APPLY FOR A "REASONABLE PERIOD", WHICH DEPENDS UPON ALL THE RELEVANT CIRCUMSTANCES INCLUDING THE PRICE OF THE PRODUCT, THE USES TO WHICH IT HAS BEEN PUT AND THE NATURE OF THE PRODUCT.

#### A.2 – New Zealand

THIS LIMITED WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER THE CONSUMER GUARANTEES ACT 1993 AND THE FAIR TRADING ACT 1986 (THE "NEW ZEALAND CONSUMER LAW").

IF THE PRODUCT IS ACQUIRED FOR THE PURPOSES OF A BUSINESS, THEN THE CONSUMER GUARANTEES ACT 1993 SHALL NOT APPLY.

YOUR RIGHTS UNDER NEW ZEALAND CONSUMER LAW MAY ALSO APPLY TO ANY REPARIED OR REPLACED PRODUCT.