

## EndurEnergy Systems, Inc.

### Limited Product Warranty

This Limited Product Warranty (this **Warranty**) applies to the LFP battery (the **Battery Unit**) supplied by EndurEnergy Systems, Inc. (**EndurEnergy**) through its authorized reseller (**Seller**) to the Customer as part of EndurEnergy's residential energy storage system. The accessories and tool kits provided are not included.

**Customer** means (1) the person or entity who originally purchases the Battery Unit from EndurEnergy or Seller for installation and use at the Customer's residence specified in Seller's invoice to Customer (the **Site**), and (2) subsequent owners of the Site. Moving or removing the Battery Unit from the Site, using the Battery Unit at any location other than the Site, and/or disassembling or otherwise altering the Battery Unit after original installation voids this Warranty.

#### 1. Limited Product Warranty

##### 1.1 Freedom from Defects Warranty

Subject to the terms and conditions of this Warranty, EndurEnergy warrants to Customer that, for a period of ten (10) years from the earlier to occur of (i) the sales date specified in Seller's invoice to Customer (the **Invoice Date**), or (ii) six (6) months from the date of manufacturing (**Freedom from Defects Warranty Period**), the Battery will have a capacity equivalent to one (1) Full Cycle per day. "Full Cycle" means the discharge of the nominal capacity of a fully charged Battery Unit followed by fully re-charging the Battery Unit. Micro cycles sum up to Full Cycles according to amount of energy charged and discharged.

In addition, EndurEnergy warrants the Battery Unit against self-discharging degradation for a period of 180 days after the date of manufacture.

##### 1.2 Performance Warranty

EndurEnergy warrants that the Battery Unit will retain greater than or equal to 70% of nominal output energy capacity for ten (10) years from the earlier to occur of (i) the

Invoice Date, or (ii) six (6) months from the date of manufacturing (**Performance Warranty Period**) in accordance with the specifications and the user manual provided by Seller.

The determination of nominal output energy capacity shall be subject to the following conditions:

- ✓ Capacity measurement condition (referenced IEC: 62619)
- ✓ Ambient temperature:  $25 \pm 2^{\circ}\text{C}$
- ✓ Total energy/Usable energy measured under specific conditions from EndurEnergy 0.2CC-CV at DC side.

For verification, the Battery Unit must be tested by an EU/UL certified professional or an EU/UL certified 3rd party testing company. EndurEnergy will pay for the costs associated with any such third-party testing unless the results fail to verify the claimed degradation as provided herein, in which case EndurEnergy reserves the right to charge Customer for such costs.

### 3. EXCLUSIONS

EndurEnergy must be notified of all claims within the Freedom from Defects Warranty Period or Performance Warranty Period, as applicable (the applicable period being the **Warranty Period**). Any claim made outside of the Warranty Period is invalid. This Warranty does not include any costs of labor or other costs related to de-installing or re-installing a Battery Unit.

In order to supply a high-quality service, you should make sure the Battery Unit remains connected to the Internet so that it can be remotely checked. As a consequence, this Warranty DOES NOT cover damages resulting from a loss of internet connection, including damage to Battery Units for deep discharge/charging events resulting therefrom.

ENDURENERGY ADDITIONALLY SHALL NOT BE RESPONSIBLE FOR, AND THIS WARRANTY SHALL NOT APPLY TO, DAMAGE OR IMPAIRMENT TO A BATTERY UNIT RESULTING FROM ANY OF THE FOLLOWING:

- ✓ Installation or use with any devices not approved by EndurEnergy as being compatible.

- ✓ Failure to install the Battery Unit in the way intended, or as demonstrated in the installation manual, including incorrect installation of cables and connections and improper wiring by Customer or installer.
- ✓ Failure caused by the charger or inverter unit.
- ✓ Improper transportation or storage by Customer or installer, including failure to use original packing materials provided by Seller.
- ✓ Mistreatment of the Battery Unit, including installation in an unclean or otherwise unsuitable physical or operating environment, impact or other physical trauma to the Battery Unit (such as caused by dropping or mishandling), or use of the Battery Unit other than in the manner specified in the user manual provided by EndurEnergy or outside clearly stated performance criteria.
- ✓ Attempts to change the functionality of the Battery Unit in any way.
- ✓ Exposure of the Battery Unit to movement or shaking following installation.
- ✓ Water ingress or exposure to corrosive gas.
- ✓ Modification, disassembly, repair, or replacement of the Battery Unit by any third party other than a third party authorized by EndurEnergy.
- ✓ Damage to serial numbers, markings, legends, or labeling, including being altered, defaced, or removed.
- ✓ Any external influences beyond the control of EndurEnergy, including, without limitation, unusual physical force, electrical stress (including power failure, power surges, or inrush current), exposure to temperatures of more than 50°C or below -10°C, extreme weather, lightning, flood, fire, and accidental breakage.
- ✓ Cosmetic defects stemming from normal wear and tear of the Battery Unit's materials or external stains, marks or scratches that do not affect performance or functionality.
- ✓ Extensive superficial damage to the case demonstrating impact or mishandling or poor protection of the Battery Unit.

- ✓ Normal wear and tear, aging or natural degradation that does not affect performance in accordance with the specifications.
- ✓ Damage resulting from deliberate or willful act.
- ✓ Failure to report any damage or defect to Seller, EndurEnergy, or EndurEnergy's authorized service partner within seven (7) days of occurrence.
- ✓ Failure to operate the Battery Unit for any period of 6 months or more.

#### **4. REMEDIES**

- (a) If EndurEnergy confirms that a Battery Unit has failed to comply with the Freedom from Defects Warranty during the Freedom from Defects Warranty Period, then EndurEnergy will, as its sole obligation and Customer's exclusive remedy for any failure to comply with the Freedom from Defects Warranty, repair or replace the warranted Battery Unit or defective part. EndurEnergy will cover reasonable delivery costs of any replacement Battery Unit or part sent to Customer.
- (b) If EndurEnergy confirms that a Battery Unit has failed to comply with the Performance Warranty during the Performance Warranty Period, EndurEnergy will, as its sole obligation and Customer's exclusive remedy for any failure to comply with the Performance Warranty, elect to either repair or replace the warranted Battery Unit. EndurEnergy will cover reasonable delivery costs of any replacement Battery Unit or part sent to Customer.
- (c) A defective Battery Unit or any defective part may be replaced with either a new or factory refurbished or remanufactured Battery Unit or part, the performance of which is equal to or higher than the replaced Battery Unit or part. If the Battery Unit is no longer sold in the market, EndurEnergy either will replace it with a different unit of equal or higher functionality and performance or pay to Customer the residual annual depreciation value of the original purchase price of the Battery Unit established by reference to the applicable Warranty Period.
- (d) Whether to repair or replace a Battery Unit will be determined by EndurEnergy in its sole discretion.
- (e) The Freedom from Defects Warranty Period and the Performance Warranty Period will continue on any repaired Battery Unit as from the commencement of the

applicable Warranty Period and shall not be extended. In the event that a Battery Unit is replaced, the applicable warranty will be transferred to the replacement Battery Unit and will be valid for the remaining Warranty Period.

## 5. Claims Policy

Claims under this Warranty must be processed through the Seller. To initiate a claim, Customer must notify the Seller or EndurEnergy by doing one of the following:

- ✓ contacting the Seller by telephone or e-mail using the contact information provided by the Seller; or
- ✓ contacting EndurEnergy by calling the Enduringly hotline at **972.575.8875** or e-mail at [support@endurenergy.com](mailto:support@endurenergy.com) within seven (7) days of the event giving rise to a claim.

The following items MUST be provided:

- ✓ the original purchase receipt or other equivalent documentation reasonably satisfactory to EndurEnergy;
- ✓ a description of the alleged defect(s); and
- ✓ the serial number of the Battery Unit and the initial installation date.

At EndurEnergy's request, Customer will return the affected Battery Unit to EndurEnergy or the Seller in accordance with EndurEnergy's return merchandise authorization (**RMA**) process. Upon acceptance of delivery of a returned Battery Unit by EndurEnergy or the Seller, as applicable, title to the Battery Unit is transferred to EndurEnergy. Upon confirmation of the alleged defect by EndurEnergy, EndurEnergy will dispatch a REPLACEMENT or REFURBISHED Battery Unit to Customer, all at EndurEnergy's expense. If any Battery Unit is returned other than in compliance with the RMA process, or if EndurEnergy or its designated third-party expert cannot verify the reported defect, then EndurEnergy may in its discretion return the Battery Unit to Customer at Customer's expense.

EndurEnergy reserves the right to have the cause of the Battery Unit failure or performance degradation verified and/or determined by an independent third-party testing laboratory. EndurEnergy will pay for the costs associated with any such third-

party testing unless the results are unable to confirm the reported defect, in which case EndurEnergy reserves the right to charge Customer for such costs.

## **6. OUT OF WARRANTY**

In the event the Battery Unit is out of warranty, EndurEnergy may (in its discretion) provide certain after-sales service to Customer, but all the costs and expenses, such as parts, labor costs and travel expenses, shall be borne by Customer. To request such after-sales service, Customer must provide sufficient information about any defects to enable EndurEnergy or its service partner to determine whether such defects are capable of repair.

## **7. DISCLAIMER**

EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED PRODUCT WARRANTY, THE BATTERY UNIT IS PROVIDED "AS IS," AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. ENDUREENERGY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ENDUREENERGY DOES NOT WARRANT THAT THE BATTERY UNIT WILL OPERATE WITHOUT INTERRUPTION OR WILL BE DEFECT-FREE, OR THAT THE BATTERY UNIT WILL MEET CUSTOMER'S REQUIREMENTS.

## **8. LIMITATION OF LIABILITY**

IN NO EVENT SHALL ENDUREENERGY'S LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED PRODUCT WARRANTY OR ANY USE OF THE BATTERY UNIT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE BATTERY UNIT, AS EVIDENCED BY THE ORIGINAL INVOICE. IN NO EVENT SHALL ENDUREENERGY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF ENDUREENERGY HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

## **9. DISCLOSURE**

SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS AND/OR LIMITATIONS SUCH AS THOSE SET FORTH IN THIS LIMITED PRODUCT WARRANTY AND SUCH DISCLAIMERS AND/OR LIMITATIONS MAY NOT APPLY.

## **10. GENERAL**

- (a) The validity, interpretation, construction, and performance of this Warranty shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without giving effect to its conflicts of law principles. In no event shall this Warranty be governed by, or construed in accordance with, the United Nations Convention on Contracts for the International Sale of Goods. Any legal suit, action, or proceeding arising out of or related to this Warranty or the matters contemplated hereunder shall be instituted in the courts of the State of Delaware.
- (b) The remedies set forth in this Warranty are Customer's sole and exclusive remedies and are in lieu of all other remedies at law or in equity, notwithstanding any failure of essential purpose.
- (c) EndurEnergy expressly reserves the right to novate or assign its rights and obligations under this Warranty to a third party with expertise and resources necessary to discharge EndurEnergy's obligations under this Warranty.