

GMI Inc WARRANTY

Effective Date: Jan 1st, 2025

Applies to: PMS51203/ PMS10244

Ten Year Limited Warranty

GMI Inc warrants that:

- (1) Your PMS51203/ PMS10244 will be free from defects for ten years following its initial installation date; and
- (2) Your PMS51203/ PMS10244 will have an energy capacity of 5.12 kWh, 10.24 kWh respectively on its initial installation date⁶, and will retain energy capacity as shown in the table below.

Application	Energy Retention ¹	Operating Limitation
Solar self-consumption ² or time-based control ³ , and backup ⁴	70% at 10 years following initial installation date	Unlimited cycles
Any application not listed above, or any combination of applications that includes one not listed above	70% at 10 years following initial installation date	19.6 MWh for PMS51203 and 39.2 MWh for PMS10244 of aggregate throughput ⁵

Note that this Limited Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

Remedies

If your PMS51203/ PMS10244 fails to comply with the above Limited Warranty, GMI Inc will, in its sole discretion, either repair your PMS51203/ PMS10244 (using new or refurbished parts), replace your PMS51203/ PMS10244 with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your PMS51203/ PMS10244 is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement Product. Under no circumstances will the original warranty period be extended as a result of your PMS51203/ PMS10244 being repaired or replaced.

¹ Expressed as a % of 5.12 kWh, 10.24 kWh rated capacity.

² Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.

³ Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.

⁴ Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.

⁵ Measured at the battery AC output.

⁶ Measured at DC battery side, not represent the value that can be measured on the AC output side

What Products are Covered?

This Limited Warranty applies to any GMI Inc PMS51203/ PMS10244 that

(1) was purchased from GMI Inc or a GMI Inc certified installer in the United States of America;

(2) has one of the part numbers referenced above; and

(3) is installed in the United States of America. Please contact GMI Inc if you have any concerns regarding whether you purchased your PMS51203/ PMS10244 from a GMI Inc certified installer.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the PMS51203/ PMS10244 into use for the first time. A subsequent owner of the PMS51203/ PMS10244 who provides proof of ownership is also entitled to make Limited Warranty claims.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and GMI Inc. and its affiliates (together “GMI Inc”).

If you have a concern or dispute, please send a written notice describing it and your desired resolution to support@greenmotorsindustry.com

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and GMI Inc will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to <http://www.adr.org>.

The arbitrator may only resolve disputes between you and GMI Inc and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing GMI Inc products. In other words, you and GMI Inc may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: GMI Inc, 3200 Guasti Road, Ontario, California, 91761, USA, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR PMS51203/ PMS10244. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, GMI Inc limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the “Limitations and Disclaimer” section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights, you should refer to the laws applicable in your jurisdiction.

General Exclusions

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following:

- (i) abuse, misuse or negligence,
- (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of GMI Inc;
- (iii) storage, installation, commissioning, modification or repair of your PMS51203/ PMS10244, or opening of the external casing of your PMS51203/ PMS10244, that is performed by anyone other than GMI Inc or a GMI Inc certified installer;
- (iv) failure to operate or maintain your PMS51203/ PMS10244 in accordance with the Owner’s Manual;
- (v) any attempt to modify your PMS51203/ PMS10244, whether by physical means, programming or otherwise, without the express written consent of GMI Inc; or
- (vi) removal and reinstallation of your PMS51203/ PMS10244 at a location other than the original installation location, without the express written consent of GMI Inc.

In addition, this Limited Warranty does not cover

- (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your PMS51203/ PMS10244;
- (b) noise or vibration that is not excessive or uncharacteristic and does not impact your PMS51203/ PMS10244's performance;
- (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or
- (d) theft of your PMS51203/ PMS10244 or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your PMS51203/ PMS10244;

In order to provide this Limited Warranty for the full ten years warranty period, GMI Inc requires the ability to update your PMS51203/ PMS10244 through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your PMS51203/ PMS10244 for a short period. By installing your PMS51203/ PMS10244 and connecting it to the Internet, you consent to GMI Inc updating your PMS51203/ PMS10244 through these remote upgrades from time to time, without further notice to you. If your PMS51203/ PMS10244 is not connected to the Internet for an extended period, or has not been registered with GMI Inc, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten years Limited Warranty. We would prefer to avoid this, so will try to contact you if your PMS51203/ PMS10244's Internet connection is interrupted for an extended period. If you Page 3 of 5 Rev. 1.13 did not purchase your PMS51203/ PMS10244 directly from GMI Inc or our affiliate, please register your PMS51203/ PMS10244 with GMI Inc6 so we are able to contact you, if necessary. Even if we can't honor your full ten years Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your PMS51203/ PMS10244 was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

California Proposition 65 Warning

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your PMS51203/ PMS10244 other than the external casing. If you do, please wash your hands afterwards.

Modifications and Waivers

No person or entity, including a GMI Inc employee or authorized representative, can modify or waive any part of this Limited Warranty. GMI Inc may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific PMS51203/ PMS10244 models or on an ad hoc, case-by-case basis. GMI Inc reserves the right to do the above at any time without incurring any obligation to make a similar payment to other PMS51203/ PMS10244 owners.

Limitation of Liability

GMI INC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER GMI INC HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. GMI INC'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR PMS51203/ PMS10244. SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT. Limitation on Use YOUR PMS51203/ PMS10244 IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. GMI INC DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR PMS51203/ PMS10244. FURTHER, GMI INC RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PMS51203/ PMS10244 USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF GMI INC'S SERVICE OR REFUSAL TO SERVICE YOUR PMS51203/ PMS10244 IN SUCH CIRCUMSTANCES.

Claims Process

In order to make a claim under this Limited Warranty, please contact the GMI Inc certified installer who sold you your PMS51203/ PMS10244. If you are unable to contact the GMI Inc certified installer who sold you your PMS51203/ PMS10244, or if you purchased your PMS51203/ PMS10244 directly from GMI Inc, you should contact GMI Inc at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your PMS51203/ PMS10244 and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your PMS51203/ PMS10244 serial number and original installation date. Prior to returning any Product to GMI Inc, you should obtain an RMA (Return Merchandise Authorization) number from GMI Inc by submitting a Service Request Form at the link indicated below.

GMI Inc Contact Details

- GMI Inc website for submitting a Service Request Form:
www.greenmotorsindustry.com
- GMI Inc email: support@greenmotorsindustry.com
- GMI Inc address: GMI Inc, 3200 Guasti Road, Ontario, California, 91761, USA