

Limited Warranty for Panasonic's Lithium-ion Battery Module for Pika Harbor™ Smart Battery / Flex and Plus System

1. Scope of Limited Warranty Coverage: This warranty applies to all lithium ion battery modules for use with the Pika Harbor™ Smart Battery System (series connection) with model number BJ-DCB05ZKAX Serial Version purchased after September 1, 2017 (hereinafter, "Product") and sold by PANASONIC ECO SOLUTIONS NORTH AMERICA, Division of Panasonic Corporation of North America, a Delaware Corporation, (hereinafter, "PANASONIC") to customers and is extended to the original end-user purchaser, and when the Product remains at its original installed location, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Customer").

2. Limited Product Workmanship Warranty. PANASONIC warrants the Product to be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending ten (10) years from the date of Product purchase by the first Customer or an energy throughput of 7.56 MWh, whichever occurs first. This warranty will apply only if the product is registered within 60 days of the date of the first installation through PANASONIC's website pnabatterystoragewarranty.com. Following registration, Panasonic will verify the serial number was purchased through Panasonic Eco Solutions North America, and is the lithium ion battery module for series connection only. Upon verification, Panasonic will issue a Warranty Certification document. Any subsequent sale of the real property at which the Product is first installed shall not affect the warranty term. If the Product fails to conform to this warranty, as determined by PANASONIC in its sole and absolute discretion, PANASONIC will employ one of the following Limited Warranty Remedies as set forth in Section 3 below. This Limited Product Workmanship Warranty does not in any way address or relate to the Product's energy retention capacity.

3. Limited Warranty Remedies. Panasonic, at its sole discretion, will take one of following remedies

- a. PANASONIC will repair or replace the Product with a new or refurbished Product
- b. PANASONIC will provide an additional new or refurbished Product to restore deficient output;
- c. PANASONIC will refund the Customer the original Product purchase price. Panasonic, in its sole discretion, may pro-rate any refund by the number of months from the date of purchase by the first Customer.

4. Limited Remedy Conditions.

When one of the Limited Warranty Remedies is employed, the following conditions will apply:

- a. The warranty remedy will extend only to claims received before the end of the warranty period.
- b. The original warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair, replacement, addition, or prorated refund of the defective Product.
- c. The first date of the Product's installation shall determine the start of the warranty period in the event PANASONIC repairs, replaces, adds to, or prorates a refund for the defective Product.
- d. Remedy options may not be combined. Only one remedy option will be employed at PANASONIC's sole discretion.
- e. The warranty remedy is applicable to the Product only and does not apply to any other system components or parts.
- f. When Product is the subject of third party financing, any applicable refund will be paid to the title-holder of the Product.
- g. Product removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties.
- h. Product that is replaced by PANASONIC shall become the property of PANASONIC. PANASONIC reserves the right, at its sole option, to deliver another type of new or refurbished Product that may differ in size, color, shape, model number, and/or energy level.

5. Limited Warranty Exclusions.

The warranties above in Sections 2 and 3 are void and do not apply under the following:

- a. Products sold and/or installed outside the United States, United States territories and Canada, are not covered by the warranties in Sections 2 and 3 above.
- b. Products not sold by Panasonic Eco Solutions North America.
- c. Battery modules designed for parallel connection.
- d. Expiration of warranty, no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical contractor.
- e. Altered, removed, or illegible Product serial number(s).
- f. Any Product repaired by anyone other than PANASONIC.
- g. Cosmetic variations, stains or scratches that do not affect energy retention.
- h. Marine, recreation vehicle, or mobile installations of any kind.
- i. Installation in an outdoor location or an indoor location that does not provide a conditioned environment of 0°C to 50°C (32°F to 122°F).
- j. Improper applications.
- k. Damage due to lack of compliance with the manual provided by Panasonic, national or local codes, such as the National Electric Code, or any authority having jurisdiction.
- l. Damage due to insufficient ventilation of the Product.
- m. Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, direct contact with saltwater such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.
- n. Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging or continuous use.
- o. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging or transportation.
- p. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, wet conditions, any impact or force or shock greater than set forth in the specifications.
- q. Damage from non-compatibility with, or defects in, system-related parts and components not otherwise supplied by Panasonic or its agents or representatives.

p. Damage to the surface exterior such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects such as, screws, bolts, nails, tools, system or structural components, sharp edges, constant rubbing, tree branches, etc.

6. Internet Connectivity Required. Customer shall connect the Product to the internet and shall maintain such connection throughout the warranty period. By installing the Product and connecting it to the internet, Customer agrees that PANASONIC may remotely monitor the use and condition of the Product and update the Product's software and firmware, as necessary. If a lack of internet connectivity prevents PANASONIC from obtaining information necessary to confirm that the Product was being used within permitted temperature and voltage ranges, PANASONIC may, in its sole discretion, void any coverage under this Limited Warranty.

7. Internet Connectivity Exception. Panasonic will uphold the standard warranty during intermittent loss of internet connectivity provided the following conditions are met:

- a. Internet service is contracted and maintained throughout the warranty period for the property in which DCB-105 is installed.
- b. Internet connection is provided at the outset with the intent of maintaining connection for the life of the system.
- c. A SD card or equivalent of at least 2GB or more of memory is installed on site and capable of storing battery diagnostic information during outages.
- d. If internet service is lost, the Party responsible for maintaining the system moves to re-establish internet connectivity as soon as possible.
- e. The Customer will allow Panasonic or its agents access to the site to retrieve data from the system upon request.
- f. **Alternative to Internet Connectivity:** In the event that a live connection to the internet is not possible, Panasonic will uphold the standard warranty provided the complete DCB-105 diagnostic history is stored locally by such means as a SD card. This data must be made available in order to process any warranty claims. If this data is not made available, Panasonic reserves the right to reject any and all warranty claims. Further, if there is a critical need to update hardware/firmware/software on any component for any reason, access must be provided within a reasonable time to update locally.

8. Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. PANASONIC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON PANASONIC'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY PANASONIC. PANASONIC SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL PANASONIC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. PANASONIC'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME STATES THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF DAMAGES. THE LIMITATIONS ON IMPLIED WARRANTIES DO NOT APPLY TO ANY PURCHASE OF PRODUCTS MADE FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

9. Obtaining Warranty Performance. Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify the installer who sold the Product, or an authorized PANASONIC representative, or contact PANASONIC directly by writing to:

PANASONIC ECO SOLUTIONS NORTH AMERICA
Division of Panasonic Corporation of North America
Two Riverfront Plaza, 5th Floor
Newark, NJ 07102
panasonicbatterystorage@us.panasonic.com

Customers may also contact PANASONIC via its website as follows,

na.panasonic.com/us/batterystorage

Claims must accompany evidence of the Product purchase date by the Customer. The return of any Product will not be accepted by PANASONIC unless accompanied by a valid return material authorization and prior written authorization issued by PANASONIC.

10. Severability. If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

11. Disputes. The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the date the Customer receives notice of PANASONIC's final decision on the Customer's warranty claim. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

12. Force Majeure. PANASONIC shall not be held responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Product or the claim.