

EndurEnergy Systems, Inc.

ESP-5K HL and ESP-5100

Limited Product Warranty

This Limited Product Warranty (this **Warranty**) applies to the ESP-5K HL and ESP-5100 Lithium Iron Phosphate (LFP) battery (the **Battery Pack**) supplied directly by EndurEnergy Systems, Inc. (**EndurEnergy**) or through its Authorized distributor (together with EndurEnergy, **Seller**) to Customer as part of EndurEnergy's energy storage systems. The accessories and tool kits provided with the Battery Pack are not covered by this Warranty.

Authorized distributor means any dealers, resellers, or installers that have previous agreement with EndurEnergy and have been trained for the install of the Battery Pack.

Customer means (1) the person or entity who originally purchases the Battery Pack from the Seller for installation and use at the end user project site specified in Warranty Registration Form (the **Site**), or (2) any owners (including subsequent owners) of the Site.

Moving or removing the Battery Pack from the Site or using the Battery Pack at any location other than the Site, and/or disassembling or otherwise altering the Battery Pack after original installation voids this Warranty, unless a previous agreement with EndurEnergy was established.

This Warranty applies only to Battery Pack installed at Sites located in the United States of America or Canada.

1. Product 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 (the **Invoice Date**) in the invoice issued by the Seller to the Customer (**Proof of purchase document**), or (ii) six (6) months from the date of manufacturing (**Freedom from Defects Warranty Period**), the Battery Pack will maintain a capacity equivalent to one (1) Full Cycle per day. "**Full Cycle**" means the discharge of a fully charged Battery Pack to the recommended minimum state of charge stated in the specification sheet, followed by fully re-charging the Battery Pack. Micro cycles sum up to Full Cycles according to amount of energy charged and discharged.

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In addition, EndurEnergy warrants the Battery Pack against self-discharging degradation for a period of one hundred eighty (180) days after the date of manufacture.

2. Performance Warranty

EndurEnergy warrants that the Battery Pack will retain greater than or equal to 70% of the nominal battery energy as stated in the datasheet, for ten (10) years, or for 6,000 cycles on a prorated basis, whichever comes first, 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 latest specifications and user manual provided by EndurEnergy on their website.

The determination of nominal battery energy shall be subject to EndurEnergy specific conditions.

For verification, the Battery Pack must be tested by EndurEnergy own test laboratory or by mutual agreement from Customer and EndurEnergy using a 3rd party testing company. EndurEnergy will not pay for any costs associated with any such third-party testing or shipping costs, unless the results fail to verify the claimed degradation as provided herein, in which case EndurEnergy will provide remedies as stated in Section 4 of this Warranty.

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 such as those related to de-installing or re-installing the Battery Pack.

Exclusion for Failure to Connect the Battery Pack to the Internet

In order to supply a high-quality service and maintain the validity of this Warranty, the Battery Pack must remain connected to the Internet so that it can be remotely updated and monitored. By installing the Battery Pack and connecting it to the Internet, Customer authorizes EndurEnergy to update the Battery Pack remotely from

time to time and monitor the energy storage system without further notice. If the Battery Pack is not connected to the Internet for a period of three (3) or more months, the Warranty Period will be reduced to four (4) years from the earlier to occur of (i) the Invoice Date, or (ii) six (6) months from the date of manufacturing, subject to the exclusions and limitations set out in this Warranty.

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

- ✓ Installation or use with any devices not approved by EndurEnergy as being compatible.
- ✓ Failure to install the Battery Pack in the way intended, or as demonstrated in the installation manual, including incorrect installation of cables, connections, dip switch settings, and/or 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 Pack, including installation in an unclean or otherwise unsuitable physical or operating environment, impact, or other physical trauma to the Battery Pack (such as caused by dropping or mishandling), or use of the Battery Pack 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 Pack in any way.
- ✓ Exposure of the Battery Pack to movement or shaking following installation unless a previous written agreement was made with EndurEnergy.
- ✓ Water ingress or exposure to corrosive gas.
- ✓ Modification, disassembly, repair, or replacement of the Battery Pack or its accessories 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 events beyond the control of EndurEnergy, including, without limitation, Acts of God, 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, storm, earthquake, hurricane, tornado, tsunami, accidental breakage, terrorism, riots or civil disturbances, or war (whether declared or not).
- ✓ Cosmetic defects stemming from normal wear and tear of the Battery Pack'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 Pack.
- ✓ 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.
- ✓ Theft or vandalism of the Battery Pack or any of its components.
- ✓ Failure to install, operate, or maintain the Battery Pack in accordance with the user manual provided by EndurEnergy.
- ✓ Connection of the Battery Pack with different types of battery modules, battery brands and battery chemistries.
- ✓ Installation of the Battery Pack in an outdoor environment, or an environment out of the operation range listed in the Battery Pack user manual provided by EndurEnergy.
- ✓ Failure to report any damage or defect to Seller or directly to EndurEnergy or EndurEnergy authorized service partner within seven (7) days of occurrence.
- ✓ Failure to install the Battery Pack and other components of the energy storage system in compliance with local regulations, including but not limited to fire code regulations, building code regulations, and electrical code regulations.
- ✓ Failure to operate the Battery Pack for any period of six (6) or more months.
- ✓ Failure to install the Battery Pack with a certified EndurEnergy approved installer.

To become an EndurEnergy approved installer, the installer must successfully complete an online or local training course provided by an EndurEnergy approved trainer.

4. Remedies

- a) If EndurEnergy confirms that a Battery Pack has failed to comply with the Product 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 Product Warranty, repair or replace the warranted Battery Pack or defective part. The repaired or replaced Battery Pack will continue to be covered for the remainder of the original Warranty Period. In any case, it shall not justify a renewal of the Warranty Period.
- b) If EndurEnergy confirms that a Battery Pack 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 Pack. The repaired or replaced Battery Pack will continue to be covered for the remainder of the original Warranty Period. In any case, it shall not justify a renewal of the Warranty Period.
- c) A defective Battery Pack or any defective part may be replaced with either a new or factory refurbished or remanufactured Battery Pack or part, the performance of which is equal to or higher than the replaced Battery Pack or part. If the Battery Pack 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 Pack established by reference to the applicable Warranty Period.
- d) Whether to repair or replace a Battery Pack will be determined by EndurEnergy in its sole discretion. EndurEnergy will not bear any cost of shipping from Customer to EndurEnergy for repair or replacement. EndurEnergy will only cover reasonable delivery costs of any replacement or repaired Battery Pack, or part sent to Customer at the Site.
- e) All support provided by EndurEnergy will be remote. If Customer requires local support, EndurEnergy reserves the right to pass through all related charges to Customer. Fees and expenses for local support rendered to a Customer or Site located in Canada will always be passed through to Customer.

- f) The Freedom from Defects Warranty Period and the Performance Warranty Period will continue on any repaired Battery Pack from the commencement of the applicable Warranty Period and shall not be extended. In the event that a Battery Pack is replaced, the applicable warranty will be transferred to the replacement Battery Pack and will be valid for the remaining Warranty Period.

5. Warranty Registration

To activate this Warranty, Customer must register the Battery Pack using the Warranty Intake Form available on the EndurEnergy website (www.endurenergy.com) within one (1) year of installation. The failure to do so will reduce the applicable Warranty Period to four (4) years from the earlier to occur of (i) the Invoice Date, or (ii) six (6) months from the date of manufacturing, subject to the exclusions and limitations set forth in this Warranty.

6. Claims Policy

Claims under this Warranty must be processed through Seller. Unregistered Battery Packs will not be eligible for claims processing.

To initiate a claim, Customer must follow the instructions below:

- ✓ Contact Seller by telephone or e-mail using the contact information provided by Seller, or
- ✓ Contact EndurEnergy directly by calling the EndurEnergy at **972.575.8875** or e-mail at support@endurenergy.com,

in either case within seven (7) days of the event giving rise to a claim.

The following minimum information MUST be provided to make a claim:

- ✓ Warranty Intake Form registration confirmation
- ✓ Original proof of purchase receipt or other equivalent documentation reasonably satisfactory to EndurEnergy
- ✓ A description of the alleged defect(s)
- ✓ Contact information
- ✓ All serial number(s) of the affected Battery Pack (s)
- ✓ Installation date

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- ✓ Any pictures or related evidence

EndurEnergy may contact the Customer for further information regarding any alleged defect. EndurEnergy may require Customer to complete root cause analysis testing of the Battery Pack to provide evidence in support of the claim. Final verification of the claim and availability of warranty coverage will be made by EndurEnergy.

At EndurEnergy's request, Customer will return the affected Battery Pack to EndurEnergy or Seller in accordance with EndurEnergy's return merchandise authorization (**RMA**) process in the original EndurEnergy product shipping carton or packaging providing equivalent protection. Customer will bear the shipping cost of the Battery Pack to EndurEnergy. Upon acceptance of delivery of a returned Battery Pack by EndurEnergy or Seller, as applicable, title to the Battery Pack is transferred to EndurEnergy. Upon confirmation of the alleged defect by EndurEnergy, and validation of warranty coverage, EndurEnergy will dispatch a REPLACEMENT or REFURBISHED Battery Pack to the warehouse of original purchase, at EndurEnergy's expense. If any Battery Pack is returned other than in compliance with the RMA process, or if EndurEnergy or its designated third-party expert cannot verify the reported defect, or if EndurEnergy is unable to validate warranty coverage, then EndurEnergy shall return the Battery Pack to Customer at Customer's expense.

EndurEnergy reserves the right to have the cause of the Battery Pack 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 the Customer for such costs.

7. Out of Warranty Service

In the event the Battery Pack is out of warranty, EndurEnergy may (in its discretion) provide certain after-sales service to Customer, but all related costs and expenses, including but not limited to 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.

8. Disclaimer

EXCEPT AS EXPRESSLY WARRANTED IN THIS WARRANTY, THE BATTERY PACK IS PROVIDED "AS IS," AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. ENDURENERGY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES,

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WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ENDURENERGY DOES NOT WARRANT THAT THE BATTERY PACK WILL OPERATE WITHOUT INTERRUPTION OR WILL BE DEFECT-FREE, OR THAT THE BATTERY PACK WILL MEET CUSTOMER'S REQUIREMENTS.

9. Limitation of Liability

IN NO EVENT SHALL ENDURENERGY'S LIABILITY ARISING OUT OF OR RELATED TO THIS WARRANTY OR ANY USE OF THE BATTERY PACK EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE BATTERY PACK, AS EVIDENCED BY THE ORIGINAL INVOICE. IN NO EVENT SHALL ENDURENERGY 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 ENDURENERGY HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES.

10. Disclosure

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

11. 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 the 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.