

## SOLTARO LIMITED FACTORY WARRANTY

### Australia / New Zealand - LiFePO<sub>4</sub> Series

### SOLTARO 2KWH/4.5KWH Battery Storage System

#### 1. Limited Product Warranty:

SOLTARO warrants its LiFePO<sub>4</sub> storage battery to be free from defects in service and materials for a period of ten (10) years from the warranty start date of the batteries. If a battery malfunctions or becomes inoperative due to a defect in service or material during the ten-year period of this warranty, SOLTARO will, at its sole option, either repair or replace the module in problem, or refund the then-remaining capacity value of the same type battery. The repair, replacement, or refund remedies shall be the sole and exclusive remedies provided under this "Limited Warranty". Any deterioration in appearance of the battery (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the batteries which occur after delivery to the customer, do not constitute a defect under this Limited Warranty unless it materially impairs the product's storage performance as warranted pursuant to clause 2. A claim in the event of steel case breakage arises only to the extent that there was no external cause to the breakage. This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under clause 2 herein after ("Limited Performance Warranty").

#### 2. Limited Performance Warranty:

SOLTARO warrants and represents that the Subject of the Warranty retains at least 85% of Nominal Energy (2KWH/4.5KWH) for 5 years after the date of invoice and at least 70% of Nominal Energy (2KWH/ 4.5KWH) for 10 years after under proper conditions of the use during the Term of Performance Warranty. Term "Nominal Energy" herein means the initially rated capacity of the Subject of the Warranty as printed on the label of the Subject of the Warranty. The precondition of the valid Performance Warranty shall be as follows:

- (i). The Product shall maintain >85% of its initial rated capacity until the earliest to occur of:
  - (a) The lithium-ion battery cells in the Product have reached (8.2MWh-2KWH Module/17MWh-4.5KWH Module) of aggregate discharge throughput(at the battery DC output); or
  - (b) 5 years have expired from the Original Installation Date
- (ii). The Product shall maintain >70% of its initial rated capacity until the earliest to occur of:
  - (a) The lithium-ion battery cells in the Product have reached (15MWh-2KWH/31MWh-4.5KWH) of aggregate discharge throughput(at the battery DC output); or
  - (b) 10 years have expired from the Original Installation Date.

During measurement of the Product's capacity, (i) the ambient temperature of the Product shall not below 0°C or exceed 40°C,

- (ii) power shall be discharged by the Product at 1C of nominal power, as measured at the 48V DC link, with 90% Depth of Discharge.

If the performance of the batteries tested by the third party which is appointed or accepted by SOLTARO under Standard Test Conditions does not meet the above levels within the specified warranty period, and proved that the power loss is caused by SOLTARO exclusively, then upon accepting and confirming the proof from customer, SOLTARO will, at its sole option,

either either [1] make up such loss in power by either (a) providing additional batteries to the customer or (b) refunding the then-remaining capacity price equivalent to the additional batteries or [2] repair or replace the defective batteries including free shipping to the place applied by SOLTARO. The remedies set for th in Clause 2 are the sole and exclusive remedies provided under the "Limited Performance Warranty". This "Limited Performance Warranty" does not warrant defects in services and materials, which shall be exclusively covered under "Limited Product Warranty".

### **3. Warranty Start Date:**

The "Warranty Start Date" is the earlier of (i) date falling 6 calendar months after the dispatch from SOLTARO and (ii) the date the Product is installed on behalf of the Original End-User (the "Original Installation Date").

### **4. Non Independent Warranties:**

The customer has the right to pursue claims under each of the limited warranties set for th above; provided, however, that claims arising under multiple limited warranties from a single incident, then if SOLTARO provides any solution as set for th above to such incident, SOLTARO shall be deemed to have resolved all applicable warranty claims arising from such incident.

### **5. Exclusions and Limitations:**

A. Warranty claims shall be filed in writing to SOLTARO or its authorized distributors within the applicable warranty period, without exception. SOLTARO may reject the claim if it has not been fully paid for the batteries or under its supply/sale contract with the distributor at the time of the claim.

B. These Limited Warranties shall not be applied to the modules which in SOLTARO's sole judgment have been subjected to :

- 1) Improper installation, application, maintenance or alternation which do not strictly follow the manufacturer's "Installation Manual";
- 2) Use on mobile(non-stationary) units or in marine application or extreme thermal environment or other abnormal environment (such as acid rain, salt, chemical substances or other pollutions) or extremely rapid change of surroundings, corrosion, oxidation;
- 3) Power failure, electrical spikes or surges, lighting, flood, fire, accidental breakage and other external factors;
- 4) Damage caused by the improper storage condition of customer;
- 5) Misuse, abuse, neglect, vandalization or accident;
- 6) The type or serial number of the batteries has been altered, removed or made illegible without written authorization from SOLTARO.
- 7) The components in the construction based on which the batteries are mounted are defective;
- 8) Other events beyond SOLTARO's control.

C. These Limited Warranties only cover the transportation costs for shipment of any additional repaired or replaced modules to the place applied by SOLTARO. Any costs for returning the batteries to SOLTARO or its authorized agents and authorized distributors, or costs associated with installation, removal, reinstallation of the batteries, or customs clearance shall be borne by the customers.

The reasonable, customary, documented transportation cost of returning the batteries shall be borne by SOLTARO only if it is authorized by After-sales Service Department of SOLTARO. SOLTARO is not liable for any expense, liability or responsibility incurred for repairs made by or for customer without SOLTARO's written authorization.

## **6. Limitation of Warranty Scope:**

These limited warranties set forth herein are expressly in lieu of and exclude all other expressed or implied warranties, including but not limited to warranties of merchant ability, warranties of fitness for particular purpose, use, or application, warranties of non-infringement of third party rights, including, but not limited to, intellectual property rights, and all other obligations or liabilities on the part of SOLTARO unless such other warranties, obligations or liabilities are expressly approved by SOLTARO's Chief Executive Officer by signature.

Unless prohibited by local laws or regulations, SOLTARO shall have no responsibility or liability whatsoever for injury or damage to any natural persons or any tangible property, or for other loss or injury resulting from any cause whatsoever arising out of or related to the module itself, including, without limitation, any defects in the batteries, or from use or installation. Under no circumstances shall SOLTARO be liable for incidental, consequential or special damages, whatever the cause is, even if SOLTARO is provided prior notice of such damages. Loss of use, loss of profits, loss of production, and loss of revenues are therefore specifically but without limitation excluded. SOLTARO's aggregate liability, if any, in damages or otherwise, shall not exceed the invoice value as paid by the customer for one single battery.

## **7. Transferability:**

This "Limited Warranty" is extended to the original purchaser, and is transferable to any subsequent holder of the batteries when batteries remain at their original installed location for the First time (First installation) upon satisfactory proof of succession or assignment.

## **8. Obtaining Warranty Performance:**

In order to obtain warranty service under the SOLTARO's "Limited Warranty", the customer should promptly notify SOLTARO's regional Customer Service Center. Together with the notification, the customer should enclose the evidence of the claim, such as the description of the defects, the complete serial numbers printed on the battery labels, the pictures of the barcodes, and a copy of commercial invoice and the installation date of the batteries. Should the batteries be returned for inspection, repair or replacement by SOLTARO, SOLTARO will provide the customer with a "Return Merchandise Authorization (RMA)". SOLTARO will not accept the return of any batteries without a RMA. If SOLTARO determines that the returned batteries by customer are not defective or that the performance deficits are not covered under this "Limited Warranty", SOLTARO will return the batteries to customer at customer's expense and will have no further obligation for the repair, replacement, or refund. Further, the additional batteries which have been sent to the customer for compensation shall be the property of SOLTARO and shall be returned or compensated to SOLTARO.

## 9. Disputes:

In case of any discrepancy in a warranty-claim, a test-institute appointed or accepted by SOLTARO shall be involved for the final judgment of the claim. All fees and expenses shall be borne by the losing party, unless otherwise awarded.

## 10. Miscellaneous:

The repair or replacement of the batteries or the supply of additional batteries does not lead to a commencement of new warranty terms, nor shall the original terms of this "Limited Warranty" be extended. Any replaced batteries shall become the property of SOLTARO. SOLTARO shall at its own option, deliver another type (different in size, color, shape, and/or power) of LiFePO4 batteries, either one with a new brand or the original one, in the case that SOLTARO discontinued producing the replaced batteries at the time of the claim.

## 11. Force Majeure:

SOLTARO shall not be responsible or liable in any way to the customer or any third-party for matters arising from any non-performance or delay in performance of any terms and conditions of sale, including this "Limited Warranty", due to fire, flood, blizzard, hurricane, lightning, thunder, acts of God, changes of public policies, terrorism, war, riots, strikes, unavailability of suitable and sufficient labor or materials and other unforeseen events which are out of SOLTARO's control.

### **Note:**

The installation and handling of batteries requires professional skills and should only be performed by qualified professionals. Claims under this warranty will be honored only if the customer can provide the proof that the batteries are under normal application, installation, use and service conditions specified in SOLTARO's latest version of "Installation Manual".

### **AUSTRALIAN CONSUMERS:**

This warranty is provided in addition to other rights and remedies held by a consumer at law. Our goods come with guarantees that cannot be excluded under Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonable foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## CONTACT:

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### **HEAD OFFICE**

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