

POWEROAD ESS WARRANTY POLICY

Issue Date: Sep. 1st, 2024

This limited warranty (hereinafter “Warranty”) specified below applies to POWEROAD battery energy storage system (hereinafter “Product”) supplied by **POWEROAD (Xiamen) Renewable Energy Technology Co., Ltd.** (hereinafter “POWEROAD” or “Seller”) to the Customer (hereinafter “Buyer”) who has purchased the Product(s).

The applicable product models are based on FLEX-126 series(126kWh) all-in-one air-cooling battery system which is based on outdoor BESS cabinet.

1. Product Warranty

1.1 POWEROAD warrants that the Product will be free from defects in material and workmanship under normal use according to User Manual and conform to the applicable Technical Specifications.

1.2 The warranty period (“Product Warranty Period”) is Five (5) years from the date of product manufacturing, the date information can be read out via the product series number (SN).

1.3 Buyer can also purchase an extension of this standard Warranty within 12 months from the date of manufacture from Seller by providing the serial number and copy of the proforma invoice of the unit. Seller may reject any application received which does not meet the date requirement.

1.4 Extended warranty period can be purchased to Max. 10 years. Extended performance guarantee period can be as 10 years at the most. Which above can be an option choice upon both parties (Buyer and Seller) reach an agreement.

2. Performance Guarantee

2.1 In addition to the Product Warranty, POWEROAD guarantees performance of the Product to be maintained at least seventy percent (70%) of initial battery’s capacity (“Nominal Energy”) for a period of ten (10) years after the Installation Date or until the end of 5,000 cycles of the Products, whichever occurs earlier (“Performance Guarantee Period”), provided that the usage of the Product shall have complied with the Operating Conditions under specification.

3. Conditions of Warranty

3.1 The defect of the Product shall occur within the Product warranty period as determined above.

3.2 Any Product failure, fault or warning shall be reported to POWEROAD within 7 days of occurrence.

3.3 The Buyer must correctly operate and use the Product according to User Manual and Installation Guidance.

3.4 The Buyer must provide the Product Invoice as proof of Warranty.

3.5 The operating temperature must remain within the range of -20°C-45°C, and the Product shall not be exposed and stored in a temperature higher than 55°C.

3.6 The Product is not suitable for supplying life-sustaining medical devices and automotive application.

3.7 The Product must be operated with inverters/PCS which are integrated by POWEROAD, or obtain the written consent of POWEROAD.

3.8 The Battery System must be operated within the C-rate/D-rate requirement which is specified on technical specification.

4. Replacement or Repair

4.1 In the event where the Warranty covered Product would be defective or would show signs or non-conformity, Poweroad will replace or repair the defective or non-conforming Product at its sole option and own discretion; POWEROAD would provide free replacements or repairs, and is responsible for delivery to major destination seaport (under CIF inco-term). POWEROAD is not responsible for the labor costs of replacement / repair of the Product, or other occurring costs.

4.2 Replacement of battery, components or Products may not be brand new but with quality and specification compliant with the Product specifications.

4.3 Any maintenance or replacement shall not be deemed as extension or recalculation of the warranty period.

4.4 This Warranty does not cover costs related to the removal, installation, or troubleshooting of the Product.

4.5 Provided that POWEROAD has discontinued the manufacture of the Product in issue at the time the related warranty claim which confirmed by POWEROAD, POWEROAD shall, at its sole option, replace it with a different type of Product (of mutually agreed size, colour, shape and/or power)

4.6 Procedure to solve the product quality issue :

Assuming there are enough spares at the buyer's side :

4.6.1 Buyer feedback and describe the issue to Seller

4.6.2 Seller analysis the issue based on the information received, and provide the necessary help : a, operation guidance ; b, call by Whatapp or Teams meeting ; c,remote operation guidance. In the process, the buyer should help seller to do the analysis and operation.

4.6.3 If necessary, after (Buyer and Seller) reach an agreement. seller arrange trained and experienced engineers to the project site to help solve the issue until the issue is improved or fixed.

4.6.4 Final analysis, and buyer proposes suggestions to avoid the similar thing happen.

4.7 Procedure to solve the performance issue :

4.7.1 Buyer feedback and describe the issue to Seller

4.7.2 Seller analysis the issue based on the information received, and provide the necessary help : a, operation guidance ; b, call by Whatapp or Teams meeting ; c,remote operation guidance. In the process, the buyer should help seller to do the analysis and operation.

4.7.3 If necessary, after (Buyer and Seller) reach an agreement. seller arrange trained and experienced engineers to the project site to help confirm the issue until get a conclusion.

4.7.4 Buyer provide a propose based on the conclusion, after negotiation by buyer and seller, conduct the performance improvement operation or replacement or compensation.(The amount of compensation shall not exceed the residual value of the equipment)

5. Exclusion of Warranty

5.1 Warranty period specified above has already expired.

5.2 Product damage and defect caused by Buyer's improper storage, use, misuse, abuse, which non-conform with the User Manual and related documents.

5.3 Damage caused by improper transportation, incorrect product installation, exceedance of operating temperature range or insufficient ventilation of the device .

5.4 Unauthorized wiring and use with faulty or incompatible devices.

5.5 The discharge depth (DOD) of the battery system exceeds 90%(SOC value between 5%~95%, i.e. min SOC value is 5%, max. SOC value is 95%). Except for routine deep charging or discharging for calibration of SOC value. Otherwise it must obtain the written consent of POWEROAD.

5.6 Modified Product or changed function without prior approval of POWEROAD.

5.7 Any changes on the installation that would not be done in accordance with the Installation Guidance.

5.8 Product damage caused by maintenance and other services conducted by personnel unauthorized by POWEROAD.

5.9 Buyer fails to provide correct product serial number or undecipherable Product serial number, or the Product serial number has been modified without prior approval of POWEROAD.

5.10 POWEROAD will not be held responsible for any physical damage, improper installation, handling and damage after the delivery and commissioning. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder due to Force Majeure, which

for purposes hereof shall include governmental actions; wars, riots, and disturbances; fire; floods; labor disputes; embargoes or credit restraints; delays of carriers; inadequate supply of material in the market; viral outbreaks, disease, pandemic, widespread sickness, epidemic; and any other causes which could not with reasonable diligence be controlled or prevented by the parties.

5.11 In the event that either party discovers or becomes aware of any circumstances which are likely to cause a default or delay in performance hereunder, it shall promptly notify the other party hereto and fully cooperate with it to minimize the consequences caused thereby external influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental damage, etc.).

5.12 Product defect that arise due to changes in local laws or regulations.

5.13 Product damage caused by the Buyer deliberately.

5.14 Product failure is not reported to POWEROAD within 7 days of appearance.

Regarding the service for out of Warranty Products, POWEROAD agrees to provide after sale service to the Buyer upon written request, all costs and expenses shall be borne by the Buyer, including but not limited to materials, parts and/or labor costs. In the event where the Buyer would give written notice to request out of Warranty services, the Buyer shall provide detailed description of the defect for POWEROAD to be able to detect whether such defect can be repaired or not. In no event will POWEROAD be liable for out of Warranty services, this clause does not constitute a commitment from POWEROAD to provide such service.

5.15 The battery is left idle for a long time without recharging..For cell, the recommend period to recharge is 6 months at -10~30°C; the recommend period to recharge is 3 months at 30~45°C; the recommend period to recharge is 1 months at 45~60°C. The recharge period is for reference, and the SOC cannot be less than 8% for storage. The storage considers the self-discharge of cells only.

5.16 The damage is only cosmetic and has no impact on the functioning of the device.

6. Warranty Claim

For a Warranty Claim to be processed, it must include following items:

- 1) The relevant Product's serial number
- 2) Proof of the original purchase
- 3) Installation date and proof of the installation
- 4) Detailed defects report with failure descriptions, photos, videos, etc.

7 Warranty Restriction

Unless otherwise specified herein, to the maximum range permitted by applicable law, POWEROAD will not be liable for any direct, indirect, special, accidental or derivative losses



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caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, actual or expected loss in revenue (including contract revenue losses), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.) caused by any reasons.

In case of any dispute in terms of warranty-claims, a first-class international testing institute shall be entrusted by POWEROAD and Buyer upon mutual consents in order to provide third party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure, unless otherwise agreed.

8. POWEROAD Contact Information

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Appendix 1

Term Definitions:

C-Rate : The ratio of charging power to the energy of batteries measured repeatedly by BMS. For example, when the battery energy is 896Wh and the charging power is 224W, the charging rate is 0.25P; when the battery energy fades to 716.8Wh and the charging power is 179.2W, the charging rate is 0.25P.

D-Rate : The ratio of discharging power to the energy of batteries measured repeatedly by BMS. For example, when the battery energy is 896Wh and the discharging power is 224W, the discharging rate is 0.25P.

Cycle: The cell is charged and discharged once as a cycle according to the specified charging and discharging standards, Poweroad defines every full/complete charging or discharging process is based on the 90% of the nominal capacity or energy, a full cycle energy is equal to a complete charging and a complete discharging process. The cell shall be charged and discharged once according to the specified charging and discharging standards as a cycle. The cycle includes short-term normal charging or a combination of regenerative charging and discharging processes. In the charging process, sometimes there is only normal charging and no regenerative charging. The discharge can be formed by combining some partial discharges.

Standard Charge: Charge cell to 3.6 V with constant current of 0.5C at ambient temperature of $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$, then charge at constant voltage of 3.6 V until the current decreases to 0.05C, and rest for 30 min.

Standard Discharge: Discharge the cell to 2.7 V with constant current of 0.5C at ambient temperature of $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$, and rest for 30 min.

State of charge (SOC) : Under unloaded conditions, the ratio of the cell capacity state to the nominal capacity measured in ampere-hour or watt- hour. The abbreviation is expressed by SOC. For example, if the capacity at 150 Ah considered as 100% SOC, the capacity at 0 Ah, considered as 0% SOC.