

## **NORTH AMERICAN LIMITED WARRANTY**

Effective Date: **January 1, 2021**

Valid in: **U.S.A., CANADA**

Applies to Product(s):

EVOLVE ESS EVOLVE HUB EVOLVE ESS 0013 EVOLVE ESS 0007 EM048126P3S7	<b>US Evolve Residential ESS                  HUB with EMC                  US EVOLVE 13kWh Expansion                  US EVOLVE 6.5kWh Expansion                  LG-Chem Lithium-Ion Battery Module</b>
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### **1. TEN YEAR LIMITED WARRANTY**

Eguana Technologies Inc. guarantees that the Product(s) purchased will be free of defects provided the purchaser follows the specifications, installation manuals and operating instructions outlined by the manufacturer.

The Limited Warranty for the Product(s) is valid for a ten (10) year time period after the date of the invoice and commencing from three (3) months after a product arrives at the delivery point or from the day of system commissioning, whichever comes first.

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

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE FURTHER LEGAL RIGHTS AND REMEDIES UNDER LOCAL LAWS IN YOUR COUNTRY. THE TERMS OF THIS LIMITED WARRANTY WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. PLEASE SEE THE DISCLOSURES RELATING TO YOUR COUNTRY IN THE APPENDIX TO THIS WARRANTY. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS, YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR COUNTRY.

### **2. WARRANTY CONDITIONS**

If the Product(s) fail to comply with this Limited Warranty, Eguana Technologies Inc. will, in its sole discretion, either repair (using new or refurbished parts), replace with an equivalent product (new or refurbished), or refund you the market price of an equivalent Product(s) at the time of the warranty claim. Except as required by local law, Eguana Technologies Inc. may elect which remedy to provide. If the Product(s) are repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replaced Product(s). Except as required by local law, the original warranty period be extended as a result of the Product(s) being repaired or replaced.

The Limited Warranty covers costs of Eguana Technologies Inc. for labor and material, necessary to reestablish trouble free function at Eguana Technologies Inc. designated site. All other costs, especially shipping costs and travel of Eguana Technologies Inc. service personnel for repairs on site as well as costs of own employees of the customer are not covered by this Limited Warranty.

Eguana Technologies Inc. will, at its discretion, use new and/or reconditioned parts in performing warranty repair and in building replacement products. Eguana Technologies Inc. reserves the right to use parts or products of original or improved design in the repair or replacement. All replaced products and all parts removed from the repaired product become the property of Eguana Technologies Inc.

This Limited Warranty applies to the Product(s) referenced in the beginning of this document that (1) were purchased from Eguana Technologies Inc. or an Authorised Reseller in the U.S.A. and/or Canada; (2) has one of the part numbers referenced above; and (3) is installed in U.S.A. and/or Canada.

### **3. BATTERY MODULE WARRANTY**

#### **3.1 PRODUCT WARRANTY**

The LG-Chem battery module (P/N: EM048126P3S7) shall apply for a ten (10) year time period after the date of the invoice and commencing from three (3) months after a product arrives at the delivery point or from the day of system commissioning, whichever comes first.

#### **3.2 PERFORMANCE WARRANTY**

The Performance Warranty shall apply during the warranty period, commencing as defined in §3.1. The applicable energy retention and operating limitation are described in the table below:

Part Number	Warranty Period	Operating Limitation
EM048126P3S7	10 years	Energy Throughput = 19.2MWh of aggregated

Eguana Technologies Inc. warrants that a minimum of sixty (60) % of the nominal energy will be maintained during the warranty period (hereinafter "Warranty Period") set forth in the foregoing table.

The performance warranty shall remain valid until the Warranty Period has expired or the Operating Limitation (Energy Throughput) has been reached, whichever comes first.

If the purchaser fails to meet the operational conditions described in the specifications or user manuals provided by Eguana Technologies Inc., the guaranteed energy throughput shall be reduced.

### 3.3 REMEDY METHOD

Upon occurrence of any defect claim not meeting the aforementioned terms and conditions of the warranty, Eguana Technologies Inc. shall settle the claim at its option by repairing the battery module or replacing it with another battery module of the same value, or otherwise by compensating the customer for the residual value of the battery module pursuant to the battery module manufacturer's cash compensation policy.

For the avoidance of doubt, while Eguana Technologies Inc. shall consult with the customer as to the aforementioned three (3) methods of settling such claims, Eguana Technologies Inc. shall have the right to make the final decision thereon.

The warranty period for any repaired or replacement battery module provided under the terms and conditions of this warranty shall be the remainder of the original warranty period. Under no circumstances, the original warranty period shall be extended on grounds of any repair or replacement whatsoever.

### 3.4 EXCLUSION OF WARRANTY

The battery module Product Warranty and Performance Warranty, mentioned above in §3.1 and §3.2, may become null and void, upon occurrence of any activities stated in §4, below.

## 4. EXCLUSION OF LIABILITY

Damage resulting from the following activities is NOT covered by this Limited Warranty:

- Improper transportation, shipping, storage, installation, electrical wiring, or handling;
- Installation, modification, alteration, disassembly, repair or replace by an individual who is not certified by Eguana Technologies Inc.;
- Abnormal stress, whether physical or electrical;
- Damage or failure caused by non-compliance with national, state or local electric or electric safety codes;
- Non-compliance with Eguana Technologies Inc. and LG-Chem's installation or maintenance manuals;
- Incorrect use, or inappropriate operation or environment;
- Insufficient ventilation of the Product(s);
- Failure to adhere to safety warning or instructions;
- Normal wear and tear, misuse, neglect, accident or abuse;
- Use of Product(s) more than specified operating range (State of Charge, Voltage, Current, Temperature, Number of cycles or Accumulated energy);
- Force Majeure (e.g., power failure surges, inrush current, accidental breakage, lightning, overvoltage, storm, fire), please refer to paragraph 7;
- Corrosion due to saltwater mist or vapor if installed outdoor in less than 200m of the coastline;
- Use of an incompatible energy management system, inverter, rectifier, power control system or battery;
- If issue occurred, no data provided or insufficient data provided regarding the battery and inverter event log file and monitoring data to Eguana Technologies Inc., which is collected and saved on the inverter, rectifier, power controls system, EMS or cloud;
- Absence of an internet connection;
- Cosmetic shortcomings, which do not influence the energy conversion;
- Theft of the Product(s) or any of its components.

## 5. LIMITATION OF WARRANTY

Eguana Technologies Inc. liability under this Limited Warranty shall be limited to the aforementioned Product(s) warranty and below Performance Warranty section. Replaced or repair of Product(s) shall be warranted for the remainder of the original warranty period. In any event, the replacement shall not justify the renewal or new beginning of the Warranty period.

UNDER NO CIRCUMSTANCES SHALL EGUANA TECHNOLOGIES INC. BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCTS, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE PRODUCTS. EGUANA TECHNOLOGIES INC. TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY BUYER FOR THE PRODUCTS OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY SUBJECT OF THE WARRANTY THEREOF FURNISHED HEREUNDER FOR THE PRODUCT(S). THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE SUBJECT OF THE WARRANTY. IN CASE OF ANY CONFLICT IN THE AGREEMENTS BETWEEN THE PARTIES REGARDING THE PRODUCT(S), THIS WARRANTY DOCUMENT ALWAYS WILL PREVAIL UNLESS OTHERWISE AGREED IN WRITING.

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.

## 6. LIMITATION ON USE

THE PRODUCT(S) IS NOT INTENDED FOR USE AS A PRIMARY OR BACK-UP 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. EGUANA TECHNOLOGIES INC. DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF THE PRODUCT(S). FURTHER, EGUANA TECHNOLOGIES INC. RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT(S) USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF EGUANA TECHNOLOGIES INC. SERVICE OR REFUSAL TO SERVICE THE PRODUCT(S) IN SUCH CIRCUMSTANCES.

## 7. FORCE MAJEURE

Eguana Technologies Inc. will NOT be responsible or liable to purchaser or any third party for any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to natural disasters, pandemics, war, national strikes, riots, unavailability of suitable and sufficient labor, material, capacity, technical, yield failures or any other unforeseen event beyond Eguana Technologies Inc. control, including and without limitations, any technological, physical event or condition which is not reasonably known or understood at the time of purchase of the Product(s) or the claim.

## 8. OUT OF WARRANTY POLICY & SERVICE POLICY AFTER WARRANTY

After the expiration period of the Limited Warranty, Eguana Technologies Inc., has no obligation in providing repair services, spare parts or Product(s) replacements.

## 9. WARRANTY CLAIM

The party entitled to make a warranty claim(s) shall be limited to the customer who has originally purchased the Product(s) from Eguana Technologies Inc. (i.e., the "original purchaser") or the owner who can prove that has taken over the Product(s) ownership from the original purchaser.

In order to make a claim under this Limited Warranty, please contact the authorized installer of the Product(s). If you are unable to contact the installer then you should contact the seller of the Product(s) as mentioned on the invoice, or if you purchased the Product(s) directly from Eguana Technologies Inc., you should contact Eguana Technologies Inc. at the address, e-mail addresses or telephone numbers identified below.

For a Warranty claim to be processed, it must include:

- Proof of the original purchase of your Product(s) and any subsequent transfers of ownership;
- A description of the alleged defect(s) from authorized installer or customer tech support;
- Product(s) part number and serial number and original installation and commissioning documentation and/or information.
- Battery log data and the monitoring data stored in the inverter, rectifier, power control system, energy management system and on external or remote data storage media (e.g. cloud, servers, etc.) at the time of occurrence of the incident.

If the aforementioned information is not provided, the warranty claim will not be processed.

Prior to returning any Product(s) to Eguana Technologies Inc., an RMA (Return Merchandise Authorization) number is required. The RMA process must be initiated with the manufacturer within fifteen (15) days of the occurrence of the issue. All necessary RMA documentation must accompany the product details including the historic operational data as suggested in the Installation Manual.

## 10. GOVERNING LAW

This Limited Warranty shall be governed by the internal substantive laws of the Province of Alberta, without respect to its conflict of laws principles. The parties acknowledge that this Limited Warranty may evidence a transaction involving interprovincial, for Canada, and/or interstate, for the U.S.A., commerce.

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The terms of the Limited Warranty will apply to the extent permitted by applicable law.

## 11. CONTACT DETAILS

### Eguana Technologies Inc. HQ

Address: 6143 4<sup>th</sup> Street SE, Unit 3  
Calgary, Alberta AB T2H 2H9  
CANADA

Tel. #: +1 (403) 508 71 77

Fax #: +1 (403) 205 25 09

Customer Service E-mail: [cservice@eguanatech.com](mailto:cservice@eguanatech.com)

Web site: [www.eguanatech.com](http://www.eguanatech.com)

THIS LIMITED WARRANTY IS OFFERED BY EGUANA TECHNOLOGIES, INC.