

LITHION BATTERY, INC. LIMITED WARRANTY

Effective Date: Oct 1st 2021

Applies to:

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| HomeGrid Stack'd Series ESS | Part Numbers: PF6-LFP40960-2A01 PF5-LFP38400-2A01 PF6-LFP35840-2A01 PF5-LFP33600-2A01 PF6-LFP30720-2A01 PF5-LFP28800-2A01 PF6-LFP25600-2A01 PF5-LFP24000-2A01 PF6-LFP20480-2A01 PF5-LFP19200-2A01 PF6-LFP15360-2A01 PF5-LFP14400-2A01 PF6-LFP10240-2A01 PF5-LFP09600-2A01 |
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Ten Year Limited Warranty

Lithion Battery, Inc. ("**Lithion**") warrants that:

- (1) Your battery will be free from defects in materials and workmanship for ten (10) years following its initial installation date subject to the terms and conditions hereof; and
- (2) Your battery will have an energy capacity specified on product label on its initial installation date and your battery will retain energy capacity as shown in the table below.

| Application | Energy Retention | Operating Limitation |
|--|--|----------------------|
| Solar self-consumption/ backup only | 60% at 10 years following initial installation date | 1 cycle per day |

NOTE THAT THIS LIMITED WARRANTY (INCLUDING ITS DURATION) IS SUBJECT TO A NUMBER OF IMPORTANT EXCLUSIONS AND LIMITATIONS, WHICH ARE SET OUT IN DETAIL BELOW.

Remedies

If your battery fails to comply with the above Limited Warranty, Lithion will, in its sole discretion, either repair your battery (using new or refurbished parts), replace your battery with an equivalent product (new or refurbished), or refund you a pro-rata portion of the purchase price of your battery as determined by Lithion. If your battery is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your battery being repaired or replaced. For the avoidance of doubt, no warranty of performance will be provided after the 121st month of the installation date.

THE REMEDIES SET FORTH ABOVE ARE THE EXCLUSIVE REMEDIES AND LITHION'S SOLE OBLIGATION FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

Who Can Make a Claim?

Subject to the other limitations contained herein, Limited Warranty claims can be made in respect of a battery that: (1) was purchased from Lithion in the United States of America; (2) has the part number referenced above; and (3) is installed in the United States of America.

Claims Process

In order to make a claim under this Limited Warranty, please contact the installer who sold you your battery. For a warranty claim to be processed, it must include (i) proof of the original purchase of your battery (ii) a description of the alleged defect(s), (iii) your battery's serial number and original installation date, and (iv) such other information as Lithion may request.

General Exclusions

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following, each of which may result in your Limited Warranty being voided: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Lithion; (iii) damages caused by or resulting from excessive heat or cold conditions; (iv) storage, installation, commissioning, modification or repair of your battery, or opening of the external casing of your battery, that is performed by anyone other than Lithion or a certified installer; (v) failure to operate or maintain your battery in accordance with the Owner's Manual; (vi) any attempt to modify your battery, whether by physical means, programming or otherwise, without the express written consent of Lithion; or (vii) removal and reinstallation of your battery at a location other than the original installation location, without the express written consent of Lithion.

In addition, this Limited Warranty does not cover (a) components reasonably deemed to be disposable, such as replacement air filters, fuses, and light bulbs (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your battery; (c) noise or vibration that is not excessive or uncharacteristic and does not impact your battery's performance; (d) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (e) theft of your battery or any of its components.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR BATTERY. ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, AND ANY WARRANTIES AGAINST LATENT OR HIDDEN DEFECTS) ARE EXPRESSLY DISCLAIMED.

If such warranties cannot be disclaimed, Lithion limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Limitation of Liability

LITHION SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER LITHION HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE

ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. LITHION'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR BATTERY.

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.

Limitation on Use

YOUR BATTERY IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSON, LOSS OF LIFE OR PROPERTY DAMAGE. LITHION DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR BATTERY. FURTHER, LITHION RESERVES THE RIGHT TO REFUSE TO SERVICE ANY BATTERY USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF LITHION'S SERVICE OR REFUSAL TO SERVICE YOUR BATTERY IN SUCH CIRCUMSTANCES.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the "Limitations and Disclaimer" section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

California Proposition 65 Warning

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your battery other than the external casing. If you do, please wash your hands afterwards.

Governing Law

This Limited Warranty shall be governed by the internal substantive laws of the State of Nevada, without respect to its conflict of laws principles. The parties acknowledge that this Limited Warranty may evidence a transaction involving interstate commerce. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Clark County, Nevada for any actions with respect to this Limited Warranty.

Waiver of Jury Trial

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LIMITED WARRANTY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT/HE/SHE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY.