

VOLSTORA

LIMITED WARRANTY | SuperStrata Battery Modules

Applicable Area | Europe, Switzerland, United Kingdom

Applicable to sales from | 1st, Jan., 2023

1. Scope of Spare Parts Warranty Coverage.

This warranty applies to the Volstora SuperStrata battery modules for use with the Volstora Storage Systems, purchased after January 1, 2022 (hereinafter, “Product”) and sold by Volstora Systems B.V., a Corporation based in the Netherlands, (hereinafter, “VOLSTORA”) to customers and is extended to the original end-user purchaser, and when the Product remains at its original installed location, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon approval by VOLSTORA (all such persons hereinafter referred to as, “Customer”).

2. Limited Product Workmanship Warranty.

VOLSTORA warrants the Product to be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending ten (10) years from the date of invoice of the Product to the first Customer or an energy throughput of 3.6 MWh per system nominal kWh, whichever occurs first.

VOLSTORA may offer an extended warranty according to the following table at its own discretion:

WARRANTY NAME	COVERAGE
STANDARD	10 years term / 3.6MWh throughput / 70% capacity
GOLD	20 years term / 7.2MWh throughput / 70% capacity + 1 full replacement

WARRANTY STANDARD CONDITIONS:

OPERATION BETWEEN 0°C AND 35°C
BATTERY CYCLED AT A MAXIMUM OF 1C
BATTERY CYCLED NO MORE THAN 2 TIMES DAILY
CAPACITY DETERMINED BY TEST AS PER APPENDIX 1.

OPERATION OUTSIDE THE WARRANTY STANDARD CONDITIONS MAY REDUCE THE TERM, THROUGHPUT, AND/OR CAPACITY.

Example: STANDARD WARRANTY FOR VSS-400-B

This warranty is a product workmanship warranty that covers a term of 20 years from the date of invoice of the Product with a total throughput of up to 3.6MWh per nominal installed kWh and a minimum capacity of 70% remaining. A VSS-400-B has a warranted throughput of 1.44GWh for a 400kWh battery bank, a coverage term of 10 years, and a minimum capacity of 70%.

This warranty will apply only if the product is registered within 30 days of the date of the first installation through VOLSTORA's website www.volstora.com. Following registration, VOLSTORA will verify the serial number was purchased through VOLSTORA and is the SuperStrata battery module. Upon verification, VOLSTORA will issue a Warranty Certification document. Any subsequent sale of the real property at which the Product is first installed shall not affect the warranty term.

PLEASE NOTE THE CONTAINER OR INSTALLED SYSTEM IS A TECHNICAL INSTALLATION IN ITS ENTIRETY WITH LIFE-THREATENING RISKS AND CANNOT BE OPENED OR INSPECTED BY UNAUTHORIZED PERSONNEL. PERSONNEL ENTERING THE CONTAINER OR SYSTEM NEED PROTECTIVE GEAR AND QUALIFICATIONS.

If the Product fails to conform to this warranty, as determined by VOLSTORA in its sole and absolute discretion, VOLSTORA will employ one of the following Limited Warranty Remedies as set forth in Section 3 below.

3. Limited Warranty Remedies.

VOLSTORA, at its sole discretion, will take one of the following remedies:

- a. VOLSTORA will repair or replace the Product with a new or refurbished Product.
- b. VOLSTORA will provide an additional new or refurbished Product to restore deficient output;
- c. VOLSTORA, in its sole discretion, may pro-rate from the date of purchase by the first Customer from the Warranty Reserve Fund (INC: T 573-41181) or from Volstora as a refund or future-order credit.

The Warranty Reserve Fund is only applicable for large-scale energy storage warranties. The Warranty Reserve Fund trustee manages assets on behalf of the warranty beneficiaries on a ratio of outstanding liabilities. The Warranty Reserve Fund is protected by the European Deposit Guarantee Scheme (DGS) adopted by the EU 2014/49/EU.

4. Limited Remedy Conditions.

When one of the Limited Warranty Remedies is employed, the following conditions will apply:

- a. The warranty remedy will extend only to claims received before the end of the warranty period.
- b. The original warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair, replacement, addition, or prorated refund of the defective Product.
- c. The first date of the Product's installation shall determine the start of the warranty period in the event VOLSTORA repairs, replaces, adds to, or prorates a refund for the defective Product.
- d. Remedy options may not be combined. Only one remedy option will be employed at VOLSTORA's sole discretion.
- e. The warranty remedy is applicable to the Product only and does not apply to any other system components or parts.
- f. When the Product is the subject of third-party financing, any applicable refund will be paid to the title holder of the Product.
- g. Product removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties.
- h. Product that is replaced by VOLSTORA shall become the property of VOLSTORA. VOLSTORA reserves the right, at its sole option, to deliver another type of new or refurbished Product that may differ in size, colour, shape, model number, and/or energy level.

5. Limited Warranty Exclusions

The warranties above in Sections 2 and 3 are void and do not apply under the following:

- a. Products sold and/or installed outside the European Union are not covered by the warranties in Sections 2 and 3 above unless specifically awarded a warranty certificate.
- b. Products not sold by VOLSTORA unless specifically awarded a warranty certificate.
- c. Expiration of warranty, no evidence of purchase, or no proof of installation by a qualified licensed solar or electrical contractor.
- d. Altered, removed, or illegible Product serial number(s).
- e. Any Product repaired by anyone other than VOLSTORA.
- f. Cosmetic variations, stains or scratches that do not affect energy retention.
- g. Marine, recreation vehicle, or mobile installations of any kind.
- h. Installation in an outdoor location or an indoor location that falls outside the recommended working temperature range.
- i. Improper applications.
- j. Damage due to lack of compliance with the manual provided by VOLSTORA, national or local codes, such as the National Electric Code, or any authority having jurisdiction.
- k. Damage due to insufficient ventilation of the Product.
- l. Damage or corrosion resulting from environmental pollution such as dust, soot, chemical vapours, humidity, acid rain, direct contact with salt water such as ocean spray, immersion in water, whether caused by flooding or otherwise and any type of mold.
- m. Damage from dust, sound, vibration, rust, scratches, or discolouration that is the result of normal wear and tear, ageing or continuous use.

- n. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging or transportation.
- o. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, wet conditions, any impact or force or shock greater than set forth in the specifications.
- p. Damage from non-compatibility with, or defects in, system-related parts and components not otherwise supplied by VOLSTORA or its agents or representatives.
- q. Damage to the surface exterior such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects such as screws, bolts, nails, tools, system or structural components, sharp edges, constant rubbing, tree branches, etc.
- r. Continual operation at extreme temperature ranges which will reduce the usable lifetime and cycle-life of the battery.
- s. Operating the Product without a valid Battery Software License.
- t. Unauthorized entry to a container system indicated by door alarm or broken container seal

6. Internet Connectivity Required.

The customer shall connect the Product to the internet and shall maintain such connection throughout the warranty period. By installing the Product and connecting it to the internet, Customer agrees that VOLSTORA may remotely monitor the use and condition of the Product and update the Product's software and firmware, as necessary. If a lack of internet connectivity prevents VOLSTORA from obtaining information necessary to confirm that the Product was being used within permitted operational ranges, VOLSTORA may, in its sole discretion, void any coverage under this Limited Warranty.

7. Internet Connectivity Exception

VOLSTORA will uphold the standard warranty during intermittent loss of internet connectivity provided the following conditions are met:

- a. Internet service is contracted and maintained throughout the warranty period for the property in which SuperStrata is installed.
- b. Internet connection is provided at the outset with the intent of maintaining connection for the life of the system.
- c. If internet service is lost, the Party responsible for maintaining the system moves to re-establish internet connectivity within 48 hours.
- d. The Customer will allow VOLSTORA or its agents access to the site to retrieve data from the system upon request.

8. Limitation of Warranty

THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. VOLSTORA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON VOLSTORA'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY VOLSTORA. VOLSTORA SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT, OR FROM USE OR INSTALLATION. IN NO EVENT SHALL VOLSTORA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. VOLSTORA'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME COUNTRIES THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF DAMAGES.

9. Obtaining Warranty Performance.

Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify the installer who sold the Product, or an authorized VOLSTORA representative, or contact VOLSTORA directly by writing to:
VOLSTORA SYSTEMS B.V.

Leemansweg 7,
6827 BX Arnhem,
Netherlands
hello@volstora.com

Customers may also contact VOLSTORA via its website as follows, www.volstora.com

Claims must accompany evidence of the Product purchase date by the Customer. The return of any Product will not be accepted by VOLSTORA unless accompanied by a valid return material authorization and prior written authorization issued by VOLSTORA.

A €500 refundable testing fee is charged to determine the cause of the failure per battery module. In the case where the battery failure is due to incorrect user installation or operation outside of the user manual specifications, this testing fee is not refundable and can be released from the warranty according to Section 5.

10. Severability.

If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

11. Disputes.

The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the date the Customer receives notice of VOLSTORA's final decision on the Customer's warranty claim. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY.

12. Force Majeure.

VOLSTORA shall not be held responsible or liable to the Customer or any third party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, COVID-19 lockdowns, rare earth shortages, war, riots, strikes, unavailability of suitable and sufficient labour, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Product or the claim.

Appendix 1:

Capacity measurement test:

Ambient temperature: 25~28°C

Charge / Discharge method:

- 1) Discharge the battery with a constant current of 0.1C until the battery reaches the discharge voltage.
- 2) After a resting period of 10 minutes, charge the battery at standard charge voltage for 240 minutes.
- 3) Lay aside the battery for 10 minutes.
- 4) Discharge the battery with a constant current at 0.1C until the battery is empty. Calculate the discharged capacity.
- 5) Charge the battery again according to step 1) and repeat the test once.