

PRODUCT WARRANTY CARD - WARRANTY FORM

ENSEGA ENERGY STORAGE
LIMITED WARRANTY

WARRANTY NUMBER

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MUST BE SAME AS THE WARRANTY NUMBER ON CUSTOMER WARRANTY INFORMATION REGISTRATION FORM 2

1. **Limited Warranty Period.** The Limited Warranty Period shall begin on the date when the Ensega Energy Storage described in Annexure A (the “Product”) is installed at the Buyer’s location and registered with Enercap, in accordance with the applicable delivery terms, and shall extend for a period described in Annexure B (“Limited Warranty Period”).
2. **Limited Warranty.** Enercap Power Industries LLC (“Enercap”) provides the following limited warranty, subject to the express conditions and exclusions contained herein (collectively, “Limited Warranty”) on all Products purchased directly from Enercap or from its authorized reseller (“Reseller”). Enercap warrants to Buyer that the Product delivered hereunder, which is a standard product of Enercap, will, under normal installation, use and service conditions, conform to Enercap’s specification in effect at the time of delivery and be free of defects in materials and workmanship for the Limited Warranty Period. **THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, THE COURSE OF DEALING, OR THE USAGE OF TRADE, AND ALL OTHER WARRANTIES, WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY ENERCAP AND WAIVED BY BUYER.**
 - 2.1. **Limited Warranty Conditions.** This Limited Warranty is expressly conditioned upon the following (“Limited Warranty Conditions”): (a) warranty claims may only be made by the original Buyer, as named in the invoice or purchase order for the Product, (b) the Buyer notifies Enercap or the Reseller in writing within seven (7) days after discovery of failure by the Product to comply with the Limited Warranty; (c) Buyer obtains a Return Material Authorization (RMA) number from Enercap prior to returning any allegedly defective Product to Enercap ; (d) the allegedly defective Product is returned to Enercap or the Reseller suitably packaged, transportation charges prepaid by Buyer; (e) the allegedly defective Product is received by Enercap or the Reseller for adjustment no later than thirty (30) days following the issuance of valid RMA instructions, and (f) any warranty claims are made within the Limited Warranty Period.
 - 2.2. **Limited Warranty Exclusions.** This Limited Warranty specifically excludes any failure by or defects of the Product which have been caused by the following, as determined solely by Enercap (“Limited Warranty Exclusions”): (a) misuse, abuse, neglect, improper installation or application, installation of damaged Product (b) including, but not limited to, excessive vibration, short-circuit, over-charge, over-discharge, over-current, over-temperature, operation outside limits specified in the Product’s documentation (as determined solely from the internal logs of the Product or solely by Enercap or its authorized representative), exposure to temperatures outside operating temperatures specified in the Product’s documentation (as determined solely from the internal logs of the Product, if available, otherwise, solely by Enercap), acts of God, improper interface or interaction with other units or electrical circuits, or malfunction of any components or equipment used with the Product; (c) failure to follow instructions or warnings on the Product or applicable specification sheets or manuals or safety sheets, including but not limited to, specifically, connecting, mounting and cabling methodologies; (d) unauthorized repair or alteration, including, breaking the seal of the Product; (e) collision, accident or negligence in use, storage, transportation or handling occurring after the transfer of title of the Product to Buyer; or (f) any other harm to or loss of the Product after the transfer of title of the Product to Buyer, including, for example, theft of the Product. In addition, this Limited Warranty excludes (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of the Product; (b) noise or vibration that is not excessive or uncharacteristic and does not impact the Product’s performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period.
3. **Limited Warranty Remedy.** Subject to Limited Warranty Exclusions in 2.2, Enercap’s sole liability and Buyer’s sole and exclusive remedy for a breach of the foregoing Limited Warranty shall be as follows. If Enercap, in its sole discretion, determines the Product to be defective in materials or workmanship under the terms of this Limited Warranty, Enercap will, at its sole discretion, either repair (using new or refurbished parts) or replace your Product with an equivalent product (new or refurbished) of similar function and performance. If the Product 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 the Product being repaired or replaced.

4. In the event that a replacement product is not available, Enercap may offer, at its option, credit equivalent to the remaining depreciated value of the Product to be applied to the purchase of a new product. The remaining depreciated value of the Product is determined by:

Residual value = (Purchase Price / Limited Warranty Period applicable in months) x (Limited Warranty Period applicable in months – month since first installation), where Purchase Price is defined by the price paid, in local currency, by the Reseller to Enercap.
5. **Non-transferability.** This Limited Warranty is non-transferable and extends only to the original Buyer and not to any subsequent purchaser or owner of the Product. In the event that any one or more of the above Limited Warranty Conditions is not satisfied or the Product has been subjected to any of the scenarios within the Limited Warranty Exclusions, Enercap shall have no liability under this Limited Warranty whatsoever. All claims by Buyer for damages not affecting the Product itself, such as, but not limited to, loss of use, loss of orders, loss of profits, claims by third parties or claims for indirect or consequential damages, irrespective of the legal basis for such claims, shall be excluded. **NO EMPLOYEE OR REPRESENTATIVE OF ENERCAP OR RESELLER IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY FOR ANY PRODUCT EXCEPT VIA A FORMAL WRITTEN AMENDMENT TO THESE TERMS BY ENERCAP.**
6. **Returns.** Buyer may return only a Product which fails to conform to the Limited Warranty set forth above in the event that, in the sole discretion of Enercap, a repair or replacement is not possible or viable and Buyer has obtained a Return Material Authorization (RMA) number from Enercap or the Reseller prior to returning any allegedly defective Product to Enercap or the Reseller; All other returns if accepted shall be subject to Reseller and Enercap's standard restocking policy and restocking fee.
7. **Software.** Any software incorporated into or provided for use in a Product is not sold, but rather is licensed solely for use in that Product and is subject to a separate end-user license agreement ("EULA"), a copy of which was provided with the Product. The terms and conditions of the EULA are required to be accepted by Buyer in connection with the purchase of the Product. Buyer's failure to accept the terms and conditions of the EULA voids this Limited Warranty in its entirety.
8. **Product Data.** Enercap may require physical access to Product's storage device on which data logs are stored. This data must be made available to process any warranty claims. If this data is not made available, Enercap reserves the right to reject any and all warranty claims
9. **Limited Liability.** SUBJECT TO ANY LIMITATIONS UNDER APPLICABLE LAW, ENERCAP WILL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER 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 UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. UNDER NO CIRCUMSTANCES SHALL ENERCAP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. ENERCAP'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WHICH GAVE RISE TO THE CLAIM. BUYER FURTHER ACKNOWLEDGES THAT THE PRICING AND TERMS OF THE PRODUCT WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK.
10. **High Risk Activities Indemnity.** The Product is not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance where the failure of the product could lead to death, personal injury, or significant physical or environmental damage ("High Risk Activities"). Use of the Product in High Risk Activities is expressly not authorized, and Buyer shall indemnify and hold harmless, Enercap and its affiliates and Enercap's directors, employees, and shareholders from any liability, damages, costs and expenses (including, without limitation, the costs and fees of attorneys and other professionals) arising from or relating to Buyer's use of the Product in High Risk Activities or any use of the Product by any third party obtaining use or exposure to the Product through Buyer in connection with High Risk Activities.

ANNEXURE A

Model Number:	
Serial Number:	

ANNEXURE B

Conditions of Use and associated Limited Warranty Period. The warranty period is dependent on the conditions of use of the Product, such as cycle settings, cycles per day, ambient temperature, charge / discharge rates, among other things. The table below defines the Company’s standard warranty terms under common conditions of use. To achieve the specified warranty terms (the Limited Warranty Period and capacity at the end of Limited Warranty Period), the Product must be operated under the following conditions of use:

Conditions of Use					Warranty Terms		
Capacity/Volts	Cycle Setting	Max Cycles per Day	Operating Temperature Range	Maximum Continuous Current		Limited Warranty Period (Years)	EOL Capacity (% of original capacity at the end of Limited Warranty Period)
				Max Charge Current at Temperature T (°C)	Max Discharge Current at Temperature T (°C)		
60Wh/12V	LVD: 10.8 VDC HVD: 15.2VDC	2	-20°C to +55°C	See Product’s Technical Data Sheet See Product’s Technical Data Sheet		5	≥95%
500Wh/12V	LVD: 10.8 VDC HVD: 15.2VDC	2	-20°C to +55°C			5	≥95%
1.2kWh/12V	LVD: 10.8 VDC HVD: 15.2VDC	2	-20°C to +55°C			5	≥95%
1.2kWh/24V	LVD: 21.6 VDC HVD: 30.4VDC	2	-20°C to +55°C			5	≥95%
2.5kWh/24V	LVD: 22 VDC HVD: 29VDC	2	-20°C to +55°C			5	≥95%

- Non-standard Conditions of Use.** If the Product is to be operated outside or at rates higher than the conditions of use described in the table above, the warranty may be voided or will require an evaluation. Please contact your Reseller, or the Company, to discuss your warranty options if you expect the Product to be operated outside or at rates higher than the conditions of use described in the table above.
- Variable Cycling.** If the Product is cycled differently on different days, then the Company will assign the usage category (“Cycles per Day”) solely based on the internal logs of the Product, and on the basis of the category cycled at least 50% of the time.

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