

# WARRANTY STATEMENT

## Products

Subject to the terms and conditions detailed below, Alpha ESS provides a voluntary product warranty (**the Warranty**) for the following products (**the Products**):

- Hybrid Inverter SMILE-SP9.6-INV, SMILE-SP7.6-INV
- Battery Inverter SMILE-SPB9.6-INV, SMILE-SPB7.6-INV
- Transformer: SMILE-SP9.6-TR
- Li-ion battery unit (SMILE-BAT-8.2PHA) including BMS and EMS
- Li-ion battery unit (SMILE-BAT-8.2PHA) including BMS

## Scope of Warranty

This Warranty only applies to newly purchased Products which have not been installed for any purposes before.

This Warranty is non-transferable except where the Products are installed in a building, this Warranty will then transfer to any subsequent purchaser of that building or of the Products so long as the Products remain installed.

This Warranty applies in the North America and Central America region.

## 1. Warranty Period

### 1.1 Product Warranty

Alpha ESS provides 10 years warranty for the Products. The Warranty commences from (i) the date of installation or (ii) the 365th day after date the Product was manufactured, whichever is earlier.

### 1.2 Performance Warranty

Alpha ESS warrants that the Product retains at least seventy percent (70%) of its Usable Capacity for 120 months from the earlier of (i) the date the Product is installed at Product Owner's property or (ii) the 365th day after date the Product was manufactured, whichever is earlier. The warranty only applies if the Product is operated under a normal use followed by the specification and the manual provided by Alpha ESS.

## 2. Replace or Repair

Subject to below, Alpha ESS will, at its sole option, repair or replace the Products or any part thereof, if such Products are faulty or defective in manufacture or materials.

Alpha ESS will endeavor to replace any Products which require to be replaced under this Warranty with products of equivalent appearance, size, and functionality on a like for like basis. Replacement of Products may not be brand new but with quality and specification compliant with the Product specifications. Where this is not feasible, due to technological advancements, Alpha ESS will supply another type of product of at least the same value and standard, although it may be of different size, shape, color and/or capacity.

If the Products are replaced within the Warranty Period, the remaining Warranty Period will be automatically transferred to the replacement products.

In respect of valid claims under this Warranty, the end-user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts and freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this Warranty may be claimed from Alpha ESS. Documentary evidence in support of such claim will be required.

This Warranty does not cover:

- any costs incurred by the end-user or the installer in normal or scheduled maintenance of the Products; or
- any other costs such as transportation (other than delivery costs of parts or Products replaced under this Warranty to the original purchaser), travelling and accommodation cost of persons for on-site support etc.;
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.
- any costs in making the warranty claim, which is invalid under this Warranty.

### 3. Preconditions for Warranty

This Warranty is subject to the following conditions:

- The Products must have been installed and correctly commissioned by an installer who is properly trained and certified by Alpha ESS or the original purchaser of the Products. Proof may be required of correct commissioning of the Products (such as certificate of compliance). Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.
- The Products must have its original serial number and rating labels intact and readable.
- Batteries should be stored indoor with a dry and clean environment and should meet the conditions defined below for Short Period and Long Period. Avoid contact with corrosive substances and stay away from fire and heat source.
- Short Period: ambient temperature at -20 ~ 45°C for less than 1 month
- Long Period: ambient temperature at 0 ~ 35°C for more than 1 month
- Batteries that will not be used for a Long Period should be fully charged and discharged at least once per 12 months.
- This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by Alpha ESS.
- The operating temperature during the operation of the Products must not exceed -10°C ~50°C temperature range and the Products shall not be exposed and stored in a temperature higher than 50°C, and shall not be exposed in an installed area to direct sunlight which will lead to temperature higher than 50°C. The Products installation location must be ventilated in accordance with the requirements of User Manual and Installation Guidance.
  - Any warranty claim under this Warranty must meet the requirements set out below in the “Claims Process” section.
- A commissioning report should be signed by the end-user and the installer after commissioning and may need to present to Alpha ESS when required.
- Following the receipt of the replacement Products, the owner of the Products must return the allegedly faulty unit in the same packaging material as the replacement Products. Alpha ESS will supply all labels, documentation and freight details for the return of the allegedly faulty unit. All allegedly faulty units must be returned within 60 (sixty) working days of the receipt of the replacement Products.
- A qualified installer must be available for the exchange of the Products and re-commissioning.
  - As an original purchaser, he shall be responsible to work in good faith directly with Alpha ESS in order to limit, where reasonable and practical, the return of non-faulty Products. Alpha ESS will support to rectify the fault or fault message through telephone support or with direct PC links. Note: In order to qualify for further compensation and a replacement unit, the original purchaser must first contact AlphaESS and fulfill the responsibilities under the “Claims Process” section
- The Through Output Energy per kWh Usable Capacity is less than 3.16 MWh, which is calculated from the earlier of (i) the date the battery storage system is installed at Product Owner's property or (ii) the 180th day after date of shipment from manufacturer in China.

### 4. General Exclusions

This Warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

- warranty period specified above has already expired;
- due to wrong deliveries, incorrect or damaged packing;
- due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Products otherwise than in accordance with instructions provided by Alpha ESS, applicable safety regulations or without reasonable care including installation of the Products which are of an inappropriate size or type for the intended purpose;
- due to operation, use or maintenance of the Products otherwise than in accordance with instructions provided by Alpha ESS or without reasonable care (including failure to maintain/ clean the Products in accordance with recommendations in instruction/ operation manuals);
- due to accidental damage, theft or vandalism, or use of the Products for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the Products outside the specified or normal operating ranges for such Products;



- as a result of changes which occur in the condition or operational performance of the Products due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Products with insufficient ventilation (in particular the maximum temperatures according to the operating manual), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event;
- from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Products or where the damage is only to surface coating, varnish or enamel;
- as a result of repairs, alterations or modifications to the Products which have been performed by a third party not authorized by Alpha ESS;
- from the use of any spare parts not manufactured, sold or approved by Alpha ESS in connection with the repair or replacement of the Products; or as a result of the interconnection of the Products with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Products has been installed;
  
- where the nameplate or serial number of the Products is modified, altered or not readable;
- other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching);
- continued use of the Products after they are known, or would have been known with regular servicing, to be defective;
  
- any incidental or consequential damages, loss of profits, loss of data or any other indirect damages;
- any costs or expenses incurred by the Customer for the procurement of substitute equipment or services;
- any attempt to extend or reduce the life of the Products without written confirmation from Alpha ESS, whether by physical means, programming or others;
- external influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.);
- Product damage caused by external force, force majeure (causes of natural disasters such as unforeseeable, unavoidable and insurmountable objective events, including but not limited to war, civil war, strike, riot or other activities intervened by government, terrorism, war, riots, strikes, unavailability of suitable and sufficient labour or materials and other events which are out of control of ALPHA ESS) or other third party;
- defects of Products arise due to renewal of the national or regional laws or regulations;
- Product failure is not reported to Alpha ESS Authorized Service Partner within ten working days of appearance;
- Use of an incompatible inverter, rectifier or PCS

## 5. Exclusions for Failure to Connect to the Internet

It is required that all Products have internet or 3G/4G connection for service purpose. Where there is a temporary internet connection failure or outage:

- Product Owner should inform Alpha ESS as soon as possible of such failure where it is for a period in excess of 30 days;
- Alpha ESS shall not be responsible for and the warranty shall not cover any failure to provide product or system updates which had been planned to occur remotely by way of internet connection during such period of outage;
- Alpha ESS shall not be responsible and the warranty shall not cover any resultant failure to remotely monitor/pick up on system or product defects or irregularities;
- Any defects found and reported during or in respect of a period when there was an internet outage should be accompanied by sufficient evidence (including photographs where relevant) to enable sufficient investigation into the defect and, where possible, show that such issue was not caused by the internet outage itself.
- The Products that are not connected to the internet the Warranty Period is then reduced to 3 years.
- Each time a warranty claim is made against the Products that have no internet connection, the owner of the Products is obliged to organize a qualified person to conduct an on-site inspection and data collection under the instruction of Alpha ESS.
- Alpha ESS will monitor the performance of the Products and inform the owner of the Products via internet of any defects identified during the Warranty Period, provided that the Products are connected with internet. Otherwise, once become aware of a defect or potential defects in the Products during the Warranty Period, the Products' owner, should inform Alpha ESS as soon as is reasonably practicable.

## 6. Non-Applicability of Warranty Claim

In case a warranty claim is reported which shows not to be valid, the costs incurred by Alpha ESS or Alpha ESS Authorized Service Partner due to this non-applicability of warranty claim shall be covered by Product Owner.

## 7. Out of Warranty

As for the service for the Products out of Warranty, Alpha ESS agrees to provide certain after sales service to Product Owner upon the written request addressed to Alpha ESS Authorized Service Partner, and all the costs and expenses which include but not limited to the materials, parts or labour costs, shall be borne by Product Owner. In this case, Product Owner shall provide detail description of defects so that Alpha ESS or Alpha ESS Authorized Service Partner is able to detect whether such defect can be cured or not. For the avoidance of doubt, in no event will Alpha ESS be liable for the service out of warranty, and this Section 7 will not constitute the promise of Alpha ESS to provide such service out of warranty.

## 8. Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, Alpha ESS expressly reject any and all legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose and hidden or potential defects. If Alpha ESS cannot abandon implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent or staff of Alpha ESS and / or Alpha ESS Authorized Service Partner is authorized to make any revision, extension or addition to the quality Warranty. The legality and enforceability of remaining clauses herein shall not be affected or damaged if any of clauses herein is adjudged to be illegal or unenforceable.

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

ALPHA ESS'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY PRODUCT OWNER TO ALPHA ESS FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR INJURY TO HEALTH AND THE MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

## 9. Dispute Resolution

In case of any dispute in terms of warranty-claims, a first-class international testing institute shall be entrusted by Alpha ESS and Product Owner 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.

The local courts of China shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

In case of a judicial assertion, the Alpha ESS Authorized Service Partner is not authorized to send or receive lawsuit documents.

This Warranty shall be governed and construed in accordance with the laws of the Commonwealth of China, excluding the Convention on Contracts for the International Sale of Goods.

## 10. Claims Process

If any Products fail within the Warranty Period, the owner of the Products must stop using the Products or the system in which the Products are installed as the case may be by isolating the Products from any energy source, and make a claim as soon as possible following all instructions provided by Alpha ESS, or the resellers from whom you have purchased the Products.

To make a Warranty claim under this voluntary warranty, please contact the resellers from whom you have purchased the Products, or contact Alpha ESS directly by the customer feedback system over online monitoring platform:

<https://service.alphaess.com/Common/ComplaintsProcessing/Index> or by email at [info@alpha-ess.com](mailto:info@alpha-ess.com).

When contacting Alpha ESS by email, please have the following information to hand:

- Your name, address, postcode and a telephone number where you can be contacted
- The model name and serial number of the Products
- Proof of purchase with date and address of the vendor
- Installation date and installation address
- Signed commissioning report
- Contact details of the installer
- A complete and detailed list of observed faults and other information which could help with the analysis of the fault (e.g. any videos and photos etc.)

ALPHA ESS aims to rectify genuine quality problems as a priority which is generally achieved by investigating why defective products have failed and by introducing immediate corrective action measures to prevent re-occurring of the warranty failures. It is therefore critical that all claims under this Warranty are promptly submitted to Alpha ESS as soon as the Products fail, and in any event, within 4 weeks of knowledge of the matter of event giving rise to the claim. No consideration will be given to claims under this Warranty which are made after this period.

## 11. Contact Details

This Warranty is offered by Alpha ESS USA Inc. The address is 2180 S Ivanhoe St. Denver, CO 80222.

For any questions, please contact +1(408)3687828.

## 12. Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Products and shall be complied with by all parties involved.