

Limited Warranty | Zenon Energy

Applicable Area | **Europe, Switzerland, United Kingdom**

Applicable to sales from | **1st, Jan., 2021**

Applicable product types | **SuperTitan Battery Modules**

1. Scope of Limited Warranty Coverage: This warranty applies to Zenon SuperTitan battery modules for use with the Zenon Energy Storage Systems, purchased after January 1, 2021 (hereinafter, "Product") and sold by Zenon Energy Europe B.V., a Corporation based in the Netherlands, (hereinafter, "ZENON ENERGY") 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 satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "Customer").

2. Limited Product Workmanship Warranty. ZENON ENERGY 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 5.5 MWh per system nominal kWh, whichever occurs first.

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

WARRANTY NAME	COVERAGE
STANDARD	10 years term / 5.5MWh throughput / 90% capacity
GOLD	15 years term / 7.3MWh throughput / 80% capacity
PLATINUM	20 years term / 9.1MWh throughput / 75% capacity

WARRANTY STANDARD CONDITIONS

OPERATION BETWEEN -10°C AND 35°C
BATTERY CYCLED AT A MAXIMUM OF 1C
BATTERY CYCLED NO MORE THAN 4 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: GOLD WARRANTY FOR ZESS-400-B

This warranty is a product workmanship warranty that covers a term of 15 years since date of invoice of the Product with a total throughput up to 7.3MWh per nominal installed kWh and a minimum capacity of 80% remaining. A ZESS-400-B has a warrantied throughput of 2.92GWh, coverage term of 15 years, and a minimum capacity of 80%.

This warranty will apply only if the product is registered within 30 days of the date of the first installation through ZENON ENERGY's website zenon.energy/installers. Following registration, ZENON ENERGY will verify the serial number was purchased through ZENON ENERGY, and is the SuperTitan battery module. Upon verification, ZENON ENERGY 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.

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

3. Limited Warranty Remedies.

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

- a. ZENON ENERGY will repair or replace the Product with a new or refurbished Product.
- b. ZENON ENERGY will provide an additional new or refurbished Product to restore deficient output;
- c. ZENON ENERGY, in its sole discretion, may pro-rate from the date of purchase by the first Customer from the Warranty Reserve Fund or from Zenon Energy Ltd 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 ZENON ENERGY 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 ZENON ENERGY'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 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 ZENON ENERGY shall become the property of ZENON ENERGY. ZENON ENERGY 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, United Kingdom, and Switzerland are not covered by the warranties in Sections 2 and 3 above unless specifically awarded a warranty certificate.
- b. Products not sold by ZENON ENERGY 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 ZENON ENERGY.
- 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 ZENON ENERGY, 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 soot, chemical vapors, acid rain, direct contact with saltwater such as ocean spray, immersion in water, whether caused by flooding or otherwise, and any type of mold.
- m. Damage from sound, vibration, rust, scratches, or discoloration that is the result of normal wear and tear, aging 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 ZENON ENERGY 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.

6. Internet Connectivity Required. 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 ZENON ENERGY 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 ZENON ENERGY from obtaining information necessary to confirm that the Product was being used within permitted operational ranges, ZENON ENERGY may, in its sole discretion, void any coverage under this Limited Warranty.

7. Internet Connectivity Exception. ZENON ENERGY 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 SuperTitan is installed.
- b. Internet connection is provided at the outset with the intent of maintaining connection for the life of the system.
- c. A SD card or equivalent of at least 8GB or more of memory is installed on site and capable of storing battery diagnostic information during outages.
- d. If internet service is lost, the Party responsible for maintaining the system moves to re-establish internet connectivity as soon as possible.
- e. The Customer will allow ZENON ENERGY or its agents access to the site to retrieve data from the system upon request.
- f. Alternative to Internet Connectivity: In the event that a live connection to the internet is not possible, ZENON ENERGY will uphold the standard warranty provided the complete diagnostic history is stored locally by such means as a SD card. This data must be made available every year in order to process any warranty claims and ensure correct operation of the battery. If this data is not made available, ZENON ENERGY reserves the right to reject any and all warranty claims. Further, if there is a critical need to update hardware/firmware/software on any component for any reason, access must be provided within a reasonable time to update locally.

8. Limitation of Warranty.

THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT. ZENON ENERGY 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 ZENON ENERGY'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY ZENON ENERGY. ZENON ENERGY 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 ZENON ENERGY 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. ZENON ENERGY'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. THE LIMITATIONS ON IMPLIED WARRANTIES DO NOT APPLY TO ANY PURCHASE OF PRODUCTS MADE FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

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 ZENON ENERGY representative, or contact ZENON ENERGY directly by writing to:

ZENON ENERGY LTD
71-75 Shelton Street, Covent Garden,
London, England,
WC2H 9JQ
warranties@zenon.energy

Customers may also contact ZENON ENERGY via its website as follows, www.zenon.energy. Claims must accompany evidence of the Product purchase date by the Customer. The return of any Product will not be accepted by ZENON ENERGY unless accompanied by a valid return material authorization and prior written authorization issued by ZENON ENERGY.

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 ZENON ENERGY'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. ZENON ENERGY 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, war, riots, strikes, unavailability of suitable and sufficient labor, 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 constant current 0.1C until the battery reaches the discharge voltage.
- 2) Let the battery rest for 10 minutes.
- 3) Charge the battery at floating voltage for 60 minutes.
- 4) Lay aside the battery for 10 minutes.
- 5) Discharge the battery with constant power at 0.1C until the battery is empty. Calculate the discharged capacity.
- 6) Charge the battery again according to step 1).