

Standard Product Warranty for Energy Storage Systems

1. OVERVIEW

- 1.1 Xiamen Hithium Energy Storage Technology Co., Ltd ("Hithium") offers this product warranty, hereinafter referred to as the **"Warranty"**, as a standard limited warranty. Hithium reserves the right to offer special warranty conditions. In such cases, these special warranty conditions will be stated in a separate document in relation to the specific products.
- 1.2 This warranty applies exclusively to the Hithium's ESS (Energy storage systems), including its AC/DC-side devices (PCS、Batteries, cooling system, fire protection system, BMS, wirings and its enclosure etc.), hereinafter referred to as the **"Products"**.
- 1.3 This warranty applies in addition to your legal rights and remedies under local laws in your country that cannot be excluded or limited. The terms of this warranty will apply to the extent permitted by applicable law.
- 1.4 The Warranty Start Date shall be either of the following two options, whichever comes first:
 - (a) Three (3) months after the Outgoing Quality Control (OQC) date of the Product (As stated on the OQC document);
 - (b) Commercial Operation Date (COD) of the Products.
- 1.5 This warranty is subject to the condition that the Products are operated in a normal manner and in compliance with the Product Technical Specifications, Product User Manuals and the Technical Offer "ESS Cabinet 261kWh" signed by both parties (Hithium and Buyer); the **'Buyer'** means the original buyer who purchases the Products and puts the Products into operation for the first time.

2. LIMITED PRODUCT WARRANTY

- 2.1 Hithium warrants that during the warranty period, the Products will be free from defects and will conform to the Technical Offer "ESS Cabinet 261kWh" confirmed by both Parties in terms of product design, materials, workmanship, assembly, and commissioning (hereinafter referred to as the "Technical Offer"). The warranty covers the supply of parts. In addition, the Seller warrants that the usable energy capacity (State of Health) of the Products shall be no less than the levels set out in the Technical Offer and, in the absence of such levels, no less than seventy percent (70%) of the nameplate capacity at the end of year ten (10) under normal operation; failure to meet this level shall be a defect remediable under this Warranty.
- 2.2 Spare parts: In the event of Product component failure attributable to manufacturing defects occurring within the Limited Warranty Period, Hithium shall, at no cost to the buyer, supply replacement components which may consist of new or reconditioned parts. Such replacement components shall meet or exceed the functional specifications of the original Product. Service obligations including commissioning, troubleshooting, operation and maintenance shall be delegated to the buyer upon completion of the training program.
- 2.3 Technical Training Services: Where training services are requested by the buyer, Hithium shall provide fee-based technical training services to authorized buyer, encompassing commissioning, troubleshooting and maintenance procedures. The training fee structure shall be as follows:
 - (a) Training conducted at Hithium's designated facilities: a fee of USD 2,000 per participant per training session;
 - (b) On-site training at Customer's designated location: the Parties shall negotiate a separate service agreement specifying the terms and conditions of such off-site training services.
- 2.4 Scope of Services: Hithium shall be responsible for supplying replacement components and providing remote technical support during the warranty period. Upon completion of training courses, the Buyer shall assume all service obligations including commissioning, troubleshooting and operation & maintenance.
- 2.5 Product warranty period See the following table (Table of Product warranty period)

Table of Product Warranty Period

No.	Items	Product Warranty Period	Remarks
1	Standard Product Warranty	5 years	Free of charge

2	Extended Product Warranty	According to the requirement (Year by year extended product warranty is available)	To be purchased

2.6 The warranty only applies to the items provided by Hithium; the third party items or any products not provided by Hithium are not covered by this warranty.

2.7 Hithium also offer extended product warranty, where applicable, it must be purchased along with the purchase of the Products, The extended warranty may be year by year. The warranty period can be extended up to 10 years.

2.8 Paid lifetime service for the products may be offered, including repairs or upgrade to its latest models, even after the expiry of the standard or extended warranty.

3. TO MAKE CLAIMS

3.1 To make a claim to Hithium, please contact this following Email:

US: service.AM@Hithium.com

EU: service.EU@hithium.com

MEA: service.MEA@hithium.com

APAC: service.APAC@hithium.com

3.2 Hithium may require additional information regarding the claim, which may include:

- (a) Proof of purchase and/or delivery, installation;
- (b) Serial numbers for the Products and specific components of the Products which are related to the claim;
- (c) Product operating data logs;
- (d) Evidence regarding the basis of claim including images, and information to assist troubleshooting;
- (e) Other necessary information which may need.

If the claimant does not furnish the requested information or respond to queries in a timely manner the claim may be considered abandoned.

3.3 Once the claim is received, Hithium shall evaluate the claim, and respond to the claim in a timely manner by either accepting the claim refusing the claim with appropriate reasons by email. Hithium may determine the solutions for the claim. Hithium will endeavor to respond within 48 hours, excluding weekends and local public holidays.

3.4 Hithium reserves the right to demand that the claimant pay off any overdue payment and/or pay a deposit in advance if there is an overdue payment in purchasing of products or service from Hithium.

4. REMEDY FOR BREACH OF WARRANTY

4.1 If the Products are defective under the warranty terms, Hithium will, at its discretion, repair or replace the defective products.

The Buyer shall facilitate Hithium's conduct of such work by providing necessary assistance, such as preparing an appropriate working condition. The dealer shall seek Hithium's technical support under Hithium's technical guidance.

4.2 The defective product may be replaced by new or refurbished product of the same type. If the same type of product is no longer available, Hithium may, at its sole discretion, use a product that differs in size, appearance, model number or power level while ensuring that the replaced or refurbished product will be technically compatible with the existing product.

4.3 Hithium may conduct any of the following:

- (a) Deliver the replacement product/parts and dispatch on-site service personnel (Hithium employees, agents, or authorized contractors) to the project site where the defective product is located;
- (b) Investigate the issue with the defective product;
- (c) Repair or replace the defective product;
- (d) Test and repair the defective units or parts in Hithium's workshop or by an authorized third party.

4.4 After the implementation of the corresponding measures, the ownership of defective products no longer belongs to Hithium.

The claimant agrees to securely store the defective product for Hithium for up to six (6) months. Hithium shall determine the cause and nature of the defect acting reasonably; if the Buyer disputes that determination, the Parties shall jointly appoint an

independent qualified expert whose assessment shall be final and binding, the cost of which shall be borne by the Party against whom the expert decides.

5. SERIAL DEFECTS

- 5.1 Serial Defect means more than ten percent (15%) of the delivered products suffer defects from the same component or identical root cause with a minimum of three (3) defective units within two (2) years after delivery.
- 5.2 In the case of a Serial Defect, Hithium shall:
- (a) Remedy or replace all the components affected by the Serial Defect of the supplied Products;
 - (b) Address the root cause of the Serial Defect in the remaining Products supplied under the Agreement as soon as reasonably practicable, subject to the following: in the case that Hithium can reasonably demonstrate that the occurrence of damage to such Product under (a) above can be prevented by installing parts or making repairs which mitigate the malfunction resulting from the root cause, then such remedy shall be acceptable to the Buyer.
- 5.3 Claims related to serial defects shall be submitted to Hithium in writing and include accompanying photos and a detailed description of the defects. To understand the root causes of the serial defects, Hithium shall have the right to analyze the affected Products or materials within a reasonable time.

6. WARRANTY TRANSFER

- 6.1 The warranty shall transfer to a new owner of the Products upon written notice to Hithium, provided the Products remain installed and operated in accordance with this Warranty.
- 6.2 If the Products are relocated to another site, regardless of whether ownership of the Products changes, the original product warranty shall remain in force, provided that Hithium is notified in advance and the relocation is carried out in accordance with Hithium's reasonable written instructions. Hithium will conduct on-site inspections of the Products at the old or new location prior to installation to determine the transferability of the warranty and to note any damage caused by the transfer. Hithium will then sign a new product warranty agreement with the product owner or transferee. Hithium shall not bear any costs associated with the re-installation of the Products, including installation, commissioning, and the aforementioned site inspection (such as labor costs, travel costs, and accommodation costs etc.).
- 6.3 The warranty only covers the repair or replacement of a defective Product. The repaired or replaced product will continue the original remaining warranty period. In either case it shall not constitute a renewal of the warranty period.

7. WARRANTY EXCLUSIONS

- 7.1 The Product Warranty does not cover damage that occurs through no fault of Hithium. This includes damage caused by:
- (a) Improper transportation, delivery and storage of the product before installation;
 - (b) Improper operation and maintenance of the product. Which is in compliance with the product guidelines, warnings or instructions including, but not limited to, technical specifications, technical agreements, user manuals and O&M manuals etc.
 - (c) Improper use or misuse of the products, including accidents and external influences beyond the control of Hithium, such as third-party EMS or controllers, extended period of shutdown or idle operation resulting in deep discharge of the battery below its minimal cell voltage level, overcharge of the battery above its maximum cell voltage level;
 - (d) Repairing, adjustment or alteration of the products without written authorization from Hithium;
 - (e) Damage to the products that originates from other parts outside Hithium's scope of supply;
 - (f) Force majeure (e.g. coronavirus pandemic, war, crime, riots, strikes, natural disasters, etc.);
 - (g) Conditions exceeding the voltage, wind, snow load specifications, and any other operational specification;
 - (h) Power failure surges, storm, lightning, flood, fire, break-down of transport, telecommunication, grid outage or voltage spikes;
 - (i) Damage from persons, biological activity, or industrial chemical exposure;
 - (j) Flaws that do not adversely affect the proper functioning of the Products (e.g. cosmetic defects);
 - (k) Damage resulting from human abuse, or unforeseen external factors. And Salt mist or corrosion over and above the

design specification;

- (l) Normal wear and tear or damage, such as, caused through lack of replacing or maintaining consumable parts; or
- (m) Ignorance such as failure to comply with applicable laws and prudent industry practice.

7.2 Provision of the consumable parts is covered by the warranty. However, it does not cover the maintenance related to consumable parts, such as replacement of fuses, filters, surge arresters, refrigerant, antifreeze or parts that have reached their operational design life, in terms of operations under load and no-load scenarios such as relays, breakers and load disconnects.

7.3 This warranty shall cease, if

- (a) Serial number of the product has been altered, removed, or cannot be clearly identified;
- (b) The claimant fails to make the Products or associated devices available for inspection, testing and correction;
- (c) The products are relocated without Hithium's site inspection and confirmation.

7.4 Any other warranty rights not covered in this document are out of the scope of warranty.

8. FOR CLAIMS NOT COVERED BY WARRANTY

8.1 If the equipment or parts returned to Hithium are free of defects or are not covered by this warranty, the claimant shall be liable for the associated expenses, including the service fees, travel disbursements, freight and material fees.

8.2 In the event that the claimant fails to pay the above related expenses at due date, Hithium reserves the right to reject further warranty claims for all Products installed at the same project site until the fees are paid in full.

9. CLAIMANT'S OBLIGATIONS

9.1 The Products must be used according to the specifications and environment specified in the Products' user manuals for their intended purpose. If any defects are found, the Products must be safeguarded to prevent further damage.

9.2 The claimant must validate the performance of third-party equipment or controllers and ensure that it does not adversely impact on-site service.

9.3 As a condition to provide warranties for a specific project, the Buyer shall save the necessary data of the project and ensure that Hithium has the access to these data. This includes the data of BMS, PCS and other data which are necessary for evaluating the operating conditions of the energy storage system.

10. LIMITS OF LIABILITY

This warranty constitutes the sole and exclusive remedy for claims against Hithium in respect to defective or non-conforming products and is in lieu of and excludes all other warranties, conditions, guarantees or representations relating to the products, whether oral or written, express or implied, including without limitation, any warranties of merchantability or of fitness for a particular purpose. All other obligations or liabilities on the part of Hithium are expressly excluded and disclaimed. In no event shall any claim, failure of any product hereunder, or breach of this warranty, render Hithium, its affiliates, employees, subcontractors or suppliers liable for indirect or consequential damages or loss of use associated with warranty claims for lost profits, loss of revenues, loss of data, loss of production or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of any third-parties for such damages, or for any other special, consequential, incidental, indirect or exemplary damages. Hithium's total liability for any claims and costs under this warranty shall not exceed twenty percent (20%) of the total value of the goods paid for under the applicable Purchase Order.

11. OTHER LIMITATIONS

11.1 Hithium's obligations under this Warranty are expressly conditional on the settlement of all payments associated to the Products including and applicable interest charges. In the event that the payment owed to Hithium has not been duly paid in accordance to the contract terms under which the Products are purchased or the payments stipulated under this Warranty have not been paid in full, Hithium shall have no obligations under this Warranty until the payment is settled. Any such suspension shall apply only to amounts that are undisputed and overdue, and the Warranty period shall be extended by a period equal to the duration of the suspension.

11.2 Without Hithium's written confirmation, if the Buyer independently resolves product failures or does so through a third party, all costs and consequences shall be borne by the Buyer, and Hithium shall not assume any after-sales warranty

responsibility in such cases.

12. LAW AND JURISDICTION

12.1 Any dispute or claim (including non-contractual disputes or claims) arising from or relating to this warranty is governed by and interpreted in accordance with the law governing the purchase Contract for the Products (Dutch law), unless otherwise stated in the contract used for purchasing the Products.

12.2 This warranty or any aspect of any dispute relating to this warranty shall not be governed by The United Nations Conventions on Contracts for the International Sale of Goods (1980).

12.3 If any provision of this warranty is held to be unenforceable by a court of competent jurisdiction in a way that is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the unenforceable provisions were replaced by valid, legal and enforceable provisions that come closest to Hithium's intention underlying the invalid or unenforceable provision.

12.4 Any dispute arising from the performance of this warranty shall be settled by two parties through friendly negotiation. If no settlement can be reached through negotiation, the dispute shall be submitted to the arbitration forum specified in the purchase Contract (ICC arbitration, seat: The Hague, the Netherlands). The arbitration award shall be final and binding on the parties hereto and the Parties shall not have the right to appeal any such award. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party.

12.5 All rights reserved. Subject to change without notice.