**TROES COMMERCIAL POLICY**

**Key Accounts**

Dear “Key Customer”,

We are delighted to collaborate with you. Our goal is to provide you with a safe, advanced, reliable, and competitively priced BESS to meet the needs of your customers.

Part of our goal is also to provide you a flexible Commercial Policy to facilitate the progress of our business partnership. Please read the following policy and, if you have any questions, do not hesitate to contact us.

## Contents of this document:

## [What we sell](#_1.0_What_we)

## [Pre-Sales Support](#_2.0_Pre-Sales_Support)

## [Payment terms](#_3.0_Payment_Terms)

## [Delivery](#_Standard_Delivery)

## [Warranty Terms](#_Warranties)

## [Operations and Maintenance](#_Operations_and_Maintenance)

## [Insurance](#_Insurance)

## [Post-Purchase Service – Maintenance](#_Post-Purchase_Service_-)

## [Technology and Factory Updates – Training](#Technology and Factory updates - Training)

## What we sell

TROES provides turn-key battery energy storage solutions for applications as: peak shaving, capacity expansion, renewable integration, off-diesel/off-carbon, resilience back-up, and transportable power. The one-stop nature of TROES’ solution encompasses the following scope of supply and services:

|  |  |  |
| --- | --- | --- |
| **HW/SW** | **Item** | **Details** |
| **Hardware** | Battery Energy StorageSystem (BESS) | Battery Pack, Battery Management System, Power Conversion System, Environmental Monitoring System, NEMA Enclosure, HVAC and Fire Suppression System; All breakers and disconnects with appropriate Canadian/US/ European/Other international grid compliance certificates |
| **Hardware and Software** | Microgrid Controller | Optional |
| **Software** | Remote Monitoring System | Mandatory, Cloud based communication |
| **HW/SW** | **Item** | **Details** |
| **Deployment Services** | Startup and Commissioning | Mandatory |
| Operation Training | Mandatory |
| **Warranty Services** | Standard two-year warranty |  |
| Extended warranty | Optional |
| **Maintenance service** | Annual maintenance | Mandatory for the Warranty. Field certification assistance included |
| Augmentation services | Optional |
| **Operation services** |  | Optional |
| **Repair services** | Parts and labor | Ad-hoc |
| **Recycling services** |  | Optional |
| **Sizing and design** | Simulation services | Optional |

## Pre-Sales Support

TROES offers simulation and design services for a reliable and simple BESS and renewable systems solution. Once TROES Engineers receive load profile and billing data of the site, they review all possible solutions of a customized BESS to meet your requirements safely and effectively.

Your TROES Key Account Manager will furnish the Simulation Services Price List and Terms upon request. Any simulation fees will be reimbursed upon issuance of the Purchase Order

## Payment Terms

Upon credit approval, the following will be the standard terms for payments:

*This is subject to change depending on the customer situation.*

|  |  |
| --- | --- |
| **Milestone** | **Percentage of contract price due on milestone date** |
| *On signature* | 35% |
| *On start of hardware assembly* | 30% |
| *On factory exit* | 30% |
| *Post commissioning* | 5% |

Any other payment terms are subject to approval by TROES. Financing costs will be applicable in case of non-standard payment terms.

Any simulation fees will be reimbursed from the 35% initial payment (where applicable).

TROES invoices are issued with net 5-day payment terms.

When the aforementioned payment terms apply, key customers will have the option to pay at the beginning of the project together with the equipment, a discounted lump sum for the extended services for the entire project duration. This option allows avoiding escalation on services costs and paying a discounted sum unaffected by future changes.

**Late Payments**

Although we try to accommodate possible unforeseen problems causing payment delays from our Key Customers, payments delayed over the agreed period will be subject to legal interest. Accounts that are delinquent are placed in collection. Late payment charges will automatically be added to the Key Customer’s account, (1% of balance outstanding for every 30 days the payment is late). TROES reserves the right to suspend work in progress until account arrears are cleared.

**Payment Guarantees**

For projects with milestone payment modality, delayed payments will be guaranteed by Key Customers via irrevocable Bank Contract or Letter of Credit or Commercial Bond. TROES will seek to insure the account receivable in certain projects, as a standard condition.

## Standard Delivery

All orders are delivered FOB Factory unless TROES and our Key Customer agree on another arrangement (CIF, DTD, EXW, other).

## Warranties

**TROES warranties** ensure that BESS components are guaranteed to remain free from defects and maintain performance over the course of the warranty period providing that certain operating conditions, usage patterns, and other warranty conditions are met. All Warranties require as prerequisite the concurrent purchase of the Operations and Maintenance service plan (including remote monitoring) to ensure that the system is operated and maintained within warranty boundaries.

**Basic warranty:** Each TROES BESS is covered by a 2-year basic warranty after system is installed. The basic warranty ensures that your BESS will be free from defects in design, material, workmanship, and manufacture that materially impede their functioning. The Basic warranty covers spare parts and costs of repairs, while the customer will pay for the labor cost.

**Extended warranty:** TROES offers extended warranty on the system beyond the initial standard warranty. The Extended warranty covers parts and materials, but not labor cost.

Criteria for the Extended Basic Warranty:

* Eligibility: The Extended Basic Warranty must be purchased by the earlier of: (i) within 2 weeks of the commissioning of the system, (ii) no more than 8 weeks after the product was shipped from the factory.
* Warranty Extension Price: Your TROES Key Account Manager will furnish the Full Warranty Extension Price upon request.

A Post-Purchase Service – Maintenance Agreement is required to maintain the validity of this Warranty.

*Please, refer to our Product “Warranty Terms and Conditions” document for details.*

## Post-Purchase Service - Maintenance

TROES offers a Post-Purchase Service – Maintenance Agreement to ensure that the system runs within an optimal operation regime and proper (in fashion and time) maintenance takes place. This Agreement is required to maintain the validity of the Basic and Extended Warranties and is supplemented by the Remote Monitoring System to enable monitoring, diagnostics and reporting of the system.

TROES’ technical team or/and the authorized by TROES contractor(s), will be the sole parties responsible for the maintenance. Routine maintenance includes a site visit to change air filters, inspect all HVAC and other climate controls, verification of the fire suppression system, fuses and connectors, take voltage and current measurements and verify the efficiency and output of the equipment. Normal maintenance is performed every six months.

The BESS should be always accessible to the authorized technical team. Any restriction of access to the BESS to the authorized technical team, or treatment of the BESS by unauthorized personnel without TROES’ written consent will automatically cancel the warranty and the Customer will be responsible for potential BESS’ recovery costs and liabilities caused thereafter.

If required by the project, TROES can provide Augmentation Plan and implementation services, to extend the system’s operational life, based on project-specific requirements. These services include scheduled addition(s) to the capacity of the initial system, ensuring that the output remains above the End-of-Life capacity for an extended period (15, 20, 25 years) or for certain number of charge / discharge cycles. The Augmentation Plan will be a part of the Post-Purchase Agreement. The extended warranty service is applicable to the augmented system as well.

Annual pricing is usually based on system’s capacity (kW/kWh) and on the nature of the project’s application(s); the Post-Purchase Service - Maintenance at remote locations are excepted and will be evaluated on individual basis. This agreement includes labor and routine maintenance spare parts such as air filters and connectors.

## Insurance

TROES BESS’s are covered by 3rd party liability Insurance from AA or AAA rated credit companies.

## Technology and Factory Updates - Training

TROES will share timely updates on our technology to the Key Customers and communicate any supply chain changes to facilitate time and pricing adjustments. The output of ongoing R&D will be made immediately available to the Key Customers

TROES will provide operation training to the designated personnel of your Customers to ensure the system is operated in accordance with the recommended standards and procedures.

For TROES, For the “Key Customer”

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