

# Warranty Terms and Conditions

For battery energy storage system from TROES

Dear Customer,

We are delighted that you have purchased this TROES product and believe that you have made a good decision. This document describes the terms and conditions of your TROES product warranty (“Warranty”). In accordance with your purchase agreement, your Warranty terms are as follows:

System Production Series: \_\_\_\_\_

Installation Location: \_\_\_\_\_

Warranty Period: \_\_\_\_\_ to \_\_\_\_\_

If **Performance Guarantee** is included in the contract,

Performance Guarantee Period: \_\_\_\_\_

Your Performance Guarantee Specifications

- Installed Capacity: \_\_\_\_\_
- Requested Usable Capacity: \_\_\_\_\_
- Maximum Power Output: \_\_\_\_\_
- 70% EOL means: 70% of Initial Usable Capacity or kWh as measured on the DC side
- Augmentation required to meet Performance Guarantee specifications. Yes/No
  - If “Yes”, then augmentation plan, which will be attached, must be implemented.

Guaranteed cycles	Temperature range	C-rate (discharge current)	EOL (End-Of-Life)	Charging/ discharging frequency	Performance Guarantee

## 1. General Terms

1.1 In no event shall Seller be liable, or in any way responsible, for any damages or defects in the Product(s) that are caused by repairs or attempted repairs performed by anyone other than Seller or its employees or contractors or other service providers authorized by Seller. Seller shall not be liable or in any way responsible for any incidental or consequential loss. Seller's aggregate liability in damages or otherwise shall not exceed the invoice amount actually paid by Buyer for the applicable Product(s).

1.2 Communications and Notices. All notices, claims, requests, demands and other communications that the Parties may give to each other pursuant to this Warranty shall be in writing and shall be email- delivered or mail-delivered to the receiving Party.

1.3 Definition of Product(s). The Product(s) in this Warranty shall only cover the equipment or system which supplied by TROES.

1.4 Force Majeure. Neither Party shall be held responsible for any delays nor non-performance of its obligations hereunder that are attributable to Force Majeure. With regards to the occurrence of a Force Majeure event, the Parties' obligations (except those relating to confidentiality and payment for Product already delivered) shall be suspended during the pendency of the Force Majeure event, and adjustments shall be made to the delivery schedule or other terms as agreed upon by the Parties for the period of the Force Majeure event and subsequent recovery therefrom. "Force Majeure" means the occurrence of any event which is outside of the reasonable control of the affected party and not due to the fault or negligence of a Party, which are reasonably unforeseeable, unavoidable, or insurmountable, and which prevent the total or partial material performance by either Party. A Force Majeure event shall include, without limitation: war, a serious fire, flood, typhoon, earthquake, acts of terrorism, or other events as reasonably mutually agreed upon by the Parties in writing. The Party claiming Force Majeure shall promptly inform the other Party in writing and shall furnish within ten (10) days thereafter sufficient proof of the occurrence and duration of such Force Majeure. The Party claiming Force Majeure shall also use commercially reasonable efforts to terminate the Force Majeure and shall promptly consult with the other in order to find an equitable solution and minimize the consequences of such Force Majeure. As soon as the non-performing Party can resume performance of its obligations hereunder, that Party shall give the other Party written notice to that effect and shall promptly resume performance. The burden for proving the existence of a Force Majeure event shall be on the Party claiming relief from such Force Majeure. The following, without limitation, shall not be considered a Force Majeure event: the inability of a Party to make payments as and when due, the inability of a Party to obtain raw materials or components from Sellers; general changes in market conditions for raw materials, components, shipping costs; changes in import duties.

1.5 Defect. For this Manufacturer Warranty, defect shall mean any defect(s) in design, engineering, materials and equipment that does not conform to the Product(s) specifications, the user instructions or other technical conditions, including, but not limited to operation manuals or tolerances provided by Seller ("Technical Specification"); provided that a "Defect" does not include issues or damages arising as a result of the followings:

- a. Arose due to operation or maintenance of the Product(s), or equipment incorporating the Product(s), by or on behalf of the Buyer (other than the Seller) that is not in accordance with Technical Specification;
- or

- b. Arose from normal wear and tear in the operation of the Product(s).

1.6 Repair and Replacement. Seller will either repair or replace the Product(s) confirmed to be defective by Seller free of charge if the defects are not one of the cases listed in Warranty Exclusions defined in Section 6. If necessary, the materials for repair or replacement will be provided by Seller. The repair or replacement of the Product(s) or the supply of additional Product(s) DOES NOT cause the beginning of new Warranty terms and the Warranty Period for the Product(s) that have been repaired or replaced shall not exceed the remaining period of the original Warranty. In the case where, after the expiry of the Warranty Period, Buyer commences any replacement works using Product(s) at its own costs, the Warranty for such replaced components will remain effective for the period of one (1) year from the date of repair or replacement

## 2. Basic Warranty

This limited Warranty covers defects resulting from defective parts, materials or manufacturing, if such defects are revealed during the earlier of either: (i) the period of 24 months from the date of installation and commissioning, or (ii) the period of 26 months from the date the product (based on the battery racks) was shipped from the factory.

Warranty services will be provided under the following condition: Customer must Immediately and effectively notify TROES about device's defects and cease any use of the system without undue delay.

The device is considered defective if it fails to perform the functions as indicated in the operation manuals, technical specifications or any other similar documents supplied with the equipment, and the failure is due to internal device characteristics.

If a component is covered, and more than 25% of the guaranteed cycles have been used, or it has been more than 26 months from the date of purchase, TROES will replace the component with a comparable new TROES replacement component on a *pro rata* basis. This means that the customer will be responsible for paying a portion of the cost. The TROES service representative will determine the portion for which the customer will be responsible by multiplying the percentage of the original guaranteed cycles remaining, by the current selling price at the customer location or the price in the current TROES Base Price List, whichever is lower. The customer also will be responsible for paying in-full the cost of removing and replacing the component by the technical support representative.

The Warranty does not cover consumables or parts of limited regular functionality due to their natural wear and tear nor does it cover any software by third party manufacturers or vendors that is installed on the system. TROES shall not be held responsible for the loss and restoration of any software or data.

If the product is found to be defective during the Warranty period due to material and/or workmanship defects (from the time of the original purchase), TROES or a TROES service partner will either repair or replace the product or its defective part at its own discretion. TROES will assume the costs of any materials replaced or repaired. Any replaced products and parts become the property of TROES. During Warranty Period, the customer will pay for additional charges beyond one-time onsite service and one-time travel cost (annual maintenance service covers one-time onsite service and travel cost).

## 3. Extended Warranty (Optional)

**NOT PURCHASED.** TROES offers an Extended Warranty whereby the customer may choose to purchase additional Warranty with coverage duration options of 1,2, 3, or 4 years, for a maximum of 8 years of extended Warranty in total.

The Warranty extension means Extra Warranty Period provided after the expiry of the 2-year Basic Warranty.

Terms and conditions for the Extended 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.

Your sales representative will furnish the full Warranty Extension Price upon request.

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 essential to maintain the validity of the Warranty or Extended Warranty and is supplemented by a Remote Monitoring System to enable monitoring, diagnostics, and reporting of the system.

#### 4. Performance Guarantee (Optional)

**NOT PURCHASED.** Subject to the exclusions and limitations in Section 6, this 10-year performance guarantee is an additional benefit offered by TROES and covers the capacity of the energy storage system, particularly the lithium battery cells. It does not cover software (either from TROES or third parties). The 10-year performance guarantee is provided at an additional cost and Post-Purchase Service – Maintenance Agreement is required to maintain the validity of this Guarantee. Please contact your TROES sales representatives or send email to [service@troescorp.com](mailto:service@troescorp.com) to get more details.

Our customers are aware that as the energy storage system ages, the storage capacity will decrease, depending on charging frequency and temperature. Generally speaking, the service life of energy storage system in projects, refers to the capacity limit of a certain percentage (for example. 70%) of the nominal capacity reached.

The 10-year performance guarantee considers the constant decrease in storage capacity and full charge cycles over time. The guarantee begins with the delivery of the energy storage system. On this basis, TROES generally guarantees the following number of charge cycles while observing the respective temperatures.

***If purchased, your specific Performance Guarantee terms are listed on the first page of this warranty document and may differ from the standard performance guarantee offering presented in Table 1 below.***

Table 1. Standard Performance Guarantee Terms

Guaranteed cycles	Temperature range	C-rate (discharge current)	EOL (End-Of-Life)	Charging/ discharging frequency	Performance Warranty
3000	25°C± 10°C	≤1C	70%	Once a day	Max 10 years

TROES guarantees that the System Performance will maintain at least 70% of its initial useable capacity for a period of up to ten (10) years after the product’s (battery packs specifically) departing the factory or until the System has completed 3000 cycles of usage, whichever is earlier. This guarantee is void if the customer has violated the specified operating conditions for the Product.

Data Logging Requirement. The buyer must allow the TROES' Remote Monitoring System to log and archive system data at all times in order to maintain any Warranty or Guarantee in full force and effect.

The Buyer shall provide copies or access to such data to Seller upon Seller's request for the same.

In the event that the Buyer fails to provide such operational data, and to the extent that it becomes impossible to perform the diagnosis or failure analysis required in connection with any Performance Guaranty Claim, Seller shall perform an error diagnosis at the Project Site at the buyer's cost.

Seller acknowledges that operating log data may be lost through no fault of Buyer or Seller (including, but not limited to, due to a Force Majeure Event and/or grid or storm outages) and agrees that exceptional independent days of missed data logging will not prevent a claim under this Capacity Performance Guarantee. In such event, Seller and Buyer shall work in good faith in analyzing the available historical trends to determine the amount of discharge throughput that shall be accounted for in calculating the battery performance values.

Capacity Test. In order to make a claim under the Performance Guarantee, the ESS shall be tested by the Buyer in accordance with the Test Procedures defined in **Appendix B (Capacity Test Procedure)**. Following the test, the Bank Capacity shall be calculated by the equation given in **Appendix B**. The power measurements shall be collected at the Measurement Point. The measured power from the system BMS for the battery bank shall be recorded with a minimum resolution of two (2) seconds. The battery bank shall be fully operational and in good working condition before the Test Procedure execution. The test shall be invalid if, during the Test Period, the ESS is operated outside of the specified Test Conditions in **Appendix B**.

#### Reports and Audits.

Report on Capacity Test Results. Not later than fifteen (15) business days after the completion of the Capacity Test, Buyer shall provide to Seller a written report of the Capacity Test.

Audit Rights. Seller shall have the right to review all data reasonably necessary to verify the Capacity calculation provided by Buyer. The Buyer shall provide such information to Seller within five (5) business days following receipt of a written request from Seller for such information.

Test Result Review. Not later than five (5) business days following receipt of the report provided by Buyer, Seller may request in writing that Seller and Buyer review the Capacity calculation set forth in such report together with applicable underlying data in respect of the ESS that support the information set forth in such report. The Parties shall use commercially reasonable efforts to agree upon the underlying data and the calculation of Capacity within thirty (30) days following receipt by Buyer of Seller's request for such review.

## **5. Claim Conditions**

Warranty services are only provided if TROES is informed of the product defect in writing within the Warranty period. The Warranty begins upon the earlier of (i) commissioning of the system, or (ii) two (2) months after the delivery of the energy storage system to the customer site.

## **6. Warranty Exclusions and Limitations**

TROES is obligated under this performance Warranty only to repair or replace products which are subject to these Warranty terms and conditions.

TROES is not liable for material or immaterial losses or damages which may arise, either directly or indirectly or as a result of products or services of this Warranty or otherwise, such as the purchase price, loss of profits, loss of income, loss of data, material damages or damages resulting from the unavailability of the product or associated components. Incidental costs for defective products, such as technician fees or delivery and transport costs shall be borne by the customer.

Any Warranty service is excluded:

- a. if the energy storage system was not installed or operated according to the terms of use and installation: damages must not be caused by unusual wear-and-tear and / or improper or incorrect use) and/or the damages on the device were not caused by a material and/or manufacturing defect (the energy storage system must not be exposed to incorrect or unusual vibrations, voltages, power and temperatures);
- b. if the energy storage system was not used under the application claimed by the customer ;
- c. if the customer does not inform TROES of the defect within the Warranty period starting from the time of handover;
- d. if the customer does not notify TROES of any Warranty claims within seven (7) days of becoming aware of the product deficiency.
- e. if the serial number on the product can no longer be identified or has been modified;
- f. if the customer disputes a TROES finding of no fault and the customer cannot present a report from a certified test institute that proves the defect, taking measuring errors into consideration;
- g. if the device was damaged during transport but was still used by the customer.
- h. if the energy storage system is in a situation of Long-time unused  
Long-time unused means, the battery system has not started working for more than 3 months
- i. if the battery system has less than 30% SOC before being suspended (50% SOC is recommended)
- j. if force majeure (e.g. natural catastrophes, such as flooding, fires, earthquakes, lightning or other abnormal environmental conditions, war, etc.) has resulted in damage to the energy storage system;
- k. if there is improper repair or Warranty service performed by someone other than TROES, or the customer attempted to open and repair the product by him/herself;
- l. if the customer does not grant TROES or a third-party provider continuous access to the performance data of the memory in the energy storage system and/or if the customer manipulates the data.
- m. if the customer does not operate properly according to the requirements of the operation manual

## **7. Additional Charges**

During Warranty, Extended Warranty or Performance Warranty Period, the customer will pay for additional charges beyond one-time onsite service and one-time travel cost covered by annual maintenance service.

## **8. Product Disposal**

The Buyer shall be responsible for the disposal of the Product(s). And the cost on the disposal of the Product(s) shall be borne by the Buyer or the final owner of the Product(s). In case the Buyer need TROES support in disposal or recycling, please contact TROES hotline:1888-998-7637: or email TROES to [service@troescorp.com](mailto:service@troescorp.com)

## **9. Assignment**

This Warranty may be assigned by Buyer to a third party who is the subsequent owner of the Product, with the prior consent of Seller, (such consent not to be unreasonably withheld, conditioned or delayed); provided that the new Warranty holder must send to Seller a completed Notice of Assignment under which Buyer assigns, conveys and sells its rights, title, and interests in the Warranty to such third party.

### **9.1. Notice of Assignment**

Notice of Assignment should cover the assignee's company name, contacts, etc. A Warranty assignment with or without a performance guarantee shall be effective upon Seller's execution of the Notice of Assignment.

### **9.2. Assignment Limitations**

Notwithstanding anything to the contrary in this Article, this Warranty shall not be assigned to any of the following: (i) more than one (1) Entity at a time; (ii) Seller's competitors: Fluence, Tesla, Sungrow-Samsung SDI, NEC, BYD, Clou, Samsung SDI, LG Chemical, CATL, Panasonic, Lishen, EVE, Hige, Toshiba, Mitsubishi and their successors/assigns; or (iii) any other battery manufacturer and hardware integrator (regardless of size, type or application) including, without limitation, ones used for the electric vehicle, automotive applications and/or stationary storage applications. "Entity" means any individual, entity, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, or other entity or governmental authority.

This Warranty shall be transferable by Buyer to a new legal owner of the Product(s), provided that:

- a. Such a new owner also takes possession of the original proof of purchase,
- b. The Product(s) remain in their required using conditions and specifications, and
- c. None of the provisions this Warranty shall have been breached by Buyer prior to the assignment of ownership.

For the avoidance of doubt, the transfer of this Warranty does not amend the original Warranty Start Date, or the applicable periods specified herein.

## **10. Fulfillment**

TROES will decide on the measures to rectify the defect at its own discretion. Parts are to be repaired or the

product is to be replaced based on replacement with a product of the same quality but not necessarily the same type, either a new product or a repaired product that functions like a new product. TROES is authorized to repair the parts or have the repairs carried out. If the product is worn out before the Warranty period expires, TROES can either provide a new product or a replacement product with a comparable quality and specifications as the worn-out product. TROES will replace the product so that at least the guaranteed minimum performance is restored.

The product handed over by the customer becomes the property of TROES after the replacement.

The Warranty for the repaired or replaced parts will be included in the remaining Warranty period.

## **11. Miscellaneous**

The contact for all questions and Warranty claims is:

TROES Corp., 3600 Steeles Ave. East, Markham, ON, L3R 9Z7, CANADA. TEL: 1(888 )998 7637.

**Email:** [service@troescorp.com](mailto:service@troescorp.com)

These Warranty terms and conditions apply to the end consumer and are enclosed with the product. Warranty claims are only transferable after obtaining permission from TROES.

This Warranty is governed exclusively by Canadian consumer law. The place of fulfillment is Markham, Ontario. The legal enforcement of claims under this Warranty must be made within one year, starting from the date of notification of claims under this Warranty against the guarantor, otherwise it is excluded.

Customers may be entitled to legal rights regarding the sale of goods according to law. This Warranty does not limit your possible statutory rights or your rights arising from the purchase contract.

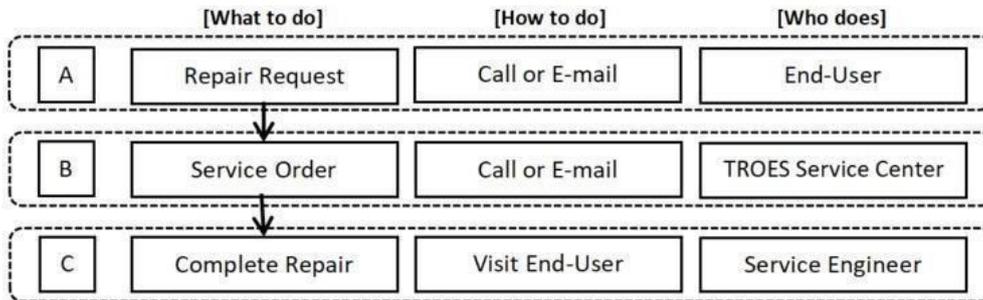
Only the end consumer is entitled to make claims which are named under this Warranty.

## **12. Severability**

If any clause of this Warranty is invalidated by a Court of Law Ontario, Canada the remaining provisions of this Warranty will still be in effect.

### Appendix A. Warranty Service Guide

1. This document contains all related processes for Product Warranty.
2. Responsibilities & Procedures for Warranty Services are specified as follows:



- A. End-User will notify TROES, of any defects or damages in the Product to be provided with Warranty Service, by phone call or e-mail. TROES will have received notification (alarms or otherwise) from the Remote Monitoring System.
- B. TROES will provide End-User of the action plan within Two (2) working days (48hrs) after receiving above notification from the End-User TROES for sending a service engineer to the End-User ( ) will be issued by TROES, thereafter. For the areas where TROES cannot cover shall be covered by local installers nearby End-User.
- C. TROES will attempt to complete the repair within Seven (7) working days after receiving the above notification from the End-User. Service Engineer will explain to the End-User which party is responsible for purported defects or damages and the repair cost incurred, and attain the consent of the End-User before the repair is made. Every Warranty Service is provided free of charge within the Product Warranty Period, subject to the limitations described in Section 5, unless it arose out of the End-User’s misuse, natural disaster or it is turned out to be “Non-defective” as inspected by the Service Engineer. In such cases, defects shall be repaired or replaced at End-User’s cost as specified in the Warranty Terms.

## Appendix B: Capacity Test Procedure

It is necessary to test the capacity of the BESS before making a Performance Guarantee.

The power measurements shall be collected at the Measurement Point. The measured power from the system BMS for the Bank shall be recorded with a minimum resolution of two (2) seconds. The Bank shall be fully operational and in good working condition before the Test Procedure execution. The test shall be invalid if, during the Test Period, the ESS is operated outside of the specified Test Conditions.

The Test Procedure will not operate any components of the Product outside of the safe recommended ranges of the Seller or in any way to violate the Product Warranty or damage the Product or Product Components. The ESS shall be in working condition before executing the Test Procedure; provided, if the test is being conducted in connection with making a Warranty claim (including pursuant to the Capacity Performance Guarantee), the Seller shall be required to put the ESS in workable condition prior to the Buyer conducting the test and submitting a Warranty Claim. All Battery Modules shall be available to operate during the Test.

### 1. Test Conditions (at Bank level)

Parameter	Value	Unit
Maximum Charge Power	30% of the BESS rated power	kW
Maximum Discharge Power	30% of the BESS rated power	kW
Maximum State of Charge ("SOC")	100% (for capacity test only)	%
Minimum SOC	0% (for capacity test only)	%
Minimum Rest Period	30	min
Temperature Range	23±5	°C
Minimum Metering Accuracy	0.5	%

### 2. Test Procedure.

- a. Charge or discharge of the BESS to between 50% and 80% SOC and hold it resting for a period of 24 hours before the Capacity Test for balancing.
- b. The BESS shall be charged at no greater rate than the Maximum Charge Power defined in the Test Conditions until reaching its 99% SOC. Then, switch to CV mode and charge the BESS until the charging current reaches the cut-off limit ( $\leq 10A$ ).
- c. The BESS shall be left in standby at rest (power = 0) for at least 30 minutes in accordance with the Test Conditions.
- d. Record the initial SOC, voltage, and the readings of the meter at the output point of the BESS or other points agreed by the parties.
- e. The ESS shall be discharged at no greater rate than the defined Maximum Discharge Power in accordance with the Test Conditions until the ESS reaches the 3% SOC. Then, switch to CV mode and discharge the BESS until the charging current reaches the cut-off limit ( $\leq 10A$ ).
- f. Record the final SOC, voltage, and the readings of the meter at the output point of the BESS or other points agreed by the parties.
- g. If the Capacity measured does not meet the Guaranteed Capacity requirement based on the first cycle, repeat one more time of items (a) to (e) after 1-hour rest.