

# Briggs & Stratton Limited Warranty for ESS Products

## 1) Warranty Coverage

Subject to the terms of this Limited Warranty, Briggs & Stratton, LLC and its Affiliate entities (“Briggs & Stratton”). For purposes of this agreement “Affiliate”s are those entities controlled by or under common control with Briggs & Stratton, LLC provides this Limited Warranty to the Covered Owner (defined below) for the product(s) covered by this Limited Warranty listed below and installed for use at the original end user location (the “Original Location”) (each a “Covered Product,” or “Product”), for the applicable product Warranty period set forth below (each, a “Warranty Period”), provided that the Original Location is located within the United States, United States territories (including Puerto Rico, Northern Mariana Islands, U.S. Virgin Islands, American Samoa, and Guam), and Canada. This Limited Warranty is valid only when the Covered Products are sold by an authorized reseller, Distributor or Briggs & Stratton itself and is valid to the extent permitted by the applicable laws of the jurisdictions mentioned above.

BRIGGS & STRATTON MAKES NO OTHER EXPRESS WARRANTIES OF ANY KIND, AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

Some states do not allow limitations on how long an implied Warranty lasts, and/or the exclusion or limitation of indirect or consequential damages, so the above limitation and/or the above exclusion may not apply to you.

## 2) Warranty Period

### Product Family

#### SimpliPHI ESS

<u>Covered Product</u>	<u>Model #</u>	<u>Warranty Period</u>
SimpliPHI Inverter	SPHI-IN-6	10 years
SimpliPHI Conduit Box	SPHI-CB	10 years
EnergyTrak Gateway	ET-GWY	5 years
SimpliPHI Battery	SPHI-B-4.9	15 years

## Battery Products

<u>Covered Product</u>	<u>Model #</u>	<u>Warranty Period</u>
AmpliPHI 3.8 Battery	AmpliPHI-3.8-48	15 years
PHI 3.8 Battery (24V)	PHI-3.8-24	10 years
PHI 3.8 Battery (48V)	PHI-3.8-48	10 years
PHI 1.4 Battery (12V)	PHI-1.4-12	10 years
PHI 1.4 Battery (24)	PHI-1.4-24	10 years

Limited Warranty begins from the original date of installation at the Original Location or 6-months following the original sales date based on online registered Limited Warranty and activation of the system. For systems in which Limited Warranty is not registered, Limited Warranty period begins on the original date of purchase from Distributor or Supplier.

### 3) Warranty Claims

The liability of Briggs & Stratton under this Limited Warranty shall be limited to the repair of the Products or, at Briggs & Stratton's sole discretion, replacement of the Product(s). If the Product(s) are found to be defective as a result of any manufacturing defect in materials and workmanship during the Warranty Period, Briggs & Stratton will either (i) repair the defective Product or, at Briggs & Stratton's sole discretion, (ii) replace the Products with new, reconditioned parts or similar parts of equivalent depreciated value. If a Product is replaced, the returned Product will become the property of Briggs & Stratton and must be sent to Briggs & Stratton free of any third-party ownership claims.

The Warranty Period of any repaired Product or its replacement is twelve (12) months from the date of shipment from Briggs & Stratton, or the remaining term of the Warranty Period, whichever is greater.

Alternatively, Briggs & Stratton may elect, at its sole discretion, to provide cash compensation equal to the Product's value depreciated on a straight-line basis over the number of years of the Warranty Period. For example, if an Inverter, having a Warranty Period of 10 years, is found to be defective as a result of a manufacturing defect after 5 years, Briggs & Stratton may elect, at its sole discretion, to provide cash compensation equal to 50% of the original value of the Inverter.

### 4) Product Activation & Internet Connection Requirements

In order to provide the highest level of service and support for the full term of the Warranty period, Briggs & Stratton recommends SimpliPHI ESS components, specifically the Batteries and Inverters, to be activated, to be connected to the Internet, and to maintain such connection

throughout the Warranty Period. Internet connection is established via the EnergyTrak Gateway. See EnergyTrak Gateway Installation and Use Manual for further details. Even if an internet connection is not possible for each and every inverter in a system, at least one must be connected. By installing the SimpliPHI Inverter and connecting it to the Internet, Customer agrees that Briggs & Stratton may remotely monitor the use and condition of the system and update the system's software and firmware as necessary without further notice. If the Inverter loses Internet connection for an extended period, Briggs & Stratton may not be able to provide important remote updates or upgrades. In such cases, Briggs & Stratton will try to notify Customer, if possible, in order to reestablish connectivity; however, if the system remains offline for three (3) consecutive months, the term of the Limited Warranty with respect to the applicable Battery or Inverter may be reduced to 5 years, subject to the terms and conditions of this Limited Warranty. For example, if an Inverter, having a Warranty Period of 10 years, loses internet connectivity for 3 consecutive months 3 years after the date on which the Warranty Period began, the term of the Limited Warranty may end 5 years after the date on which the Warranty Period began.

## 5) Warranty Limitations

This Limited Warranty applies only to the original end-use purchaser of the Product(s) when installed by a qualified installer in accordance with all Company Installation Manuals, Integration Guides and Specification Sheets, as well as any applicable electrical, fire and building codes and requirements within the relevant jurisdiction. This Limited Warranty does not cover faults in design of the system in which the Product is incorporated, or installer error, such as reverse polarity or misuse of system-wide equipment or inaccurate programming of any ancillary equipment in the system. Systems originally installed within specification, but modified outside of original specifications as it relates to PV input, system load configurations or other changes that put the system outside of installation guidelines will not be covered under this warranty.

Product must be operated within the specifications provided in the applicable Installation Manual (refer to Product Documentation web page for relevant documentation: [www.briggsandstratton.com](http://www.briggsandstratton.com) or [www.simpliphipower.com](http://www.simpliphipower.com)). Briggs & Stratton is not responsible for any damage to a Product or Product failure caused by any abuses of the Product or the failure to comply with the installation and operating parameters in the Installation Manual.

This Limited Warranty does not warrant or guarantee workmanship performed by any person or firm installing the Product(s), nor does it cover the cost of mileage, travel expenses, installation, removal, shipping, reinstallation, or software update related costs.

The Limited Warranty is transferable only if the Product(s) remain installed in the Original Use Location, and only for the remainder of the Original Warranty Period for the Product(s).

Claims that relate to damages, failures or defects caused by any of the following factors are not covered by this Limited Warranty:

- SimpliPHI 6kW Inverter paired with batteries not on the Approved Battery List
- System changes that affect the original programmed use case, loads, etc. or add unqualified equipment.

- If the AmpliPHI or SimpliPHI batteries are paired with inverters or charge controllers that cannot support lithium battery settings or are operated with settings that are not intended for lithium batteries.
- Failure to commission the Product within twelve (12) months from the date of the SimpliPHI invoice
- If the Product has been commissioned and shut down or depowered for a period in excess of three (3) months
- Improper use or non-compliance with installation, commissioning, operation, or maintenance instructions (e.g., the Installation Manual), including discharging batteries to a voltage level below the 0100% Depth of Discharge (DOD) as reported by the batteries
- Unauthorized installation, commissioning, modifications, changes, attempted repairs to system components, or removal
- Vandalism or destruction through external influences including damages caused by persons, animals or environmental factors
- Use in an unsuitable environment, including any environment or location that causes excessive wear and tear or that is unsafe for access or operation
- Use of product outside of recommended operating conditions, i.e., excessive heat and/or cold
- Use of product without sufficient ventilation
- Installation in a corrosive environment including, for example, an environment in which the Product is exposed to acid rain, hydrogen sulfide or excessive salt in the air. To limit exposure to corrosive salt-air, outdoor installations should not be within 100 meters of a salt-water body.
- Failure to observe applicable safety standards and regulations,
- Damages during transportation or storage
- Force majeure, examples include, but not limited to fire, flood, earthquakes, storm damage, overvoltage, and lightning strikes
- Exposure to fire, water, snow, moisture, or liquid ingress or sand (except for any such exposure to environmental conditions that the Product was specifically designed to withstand as indicated in the applicable specifications for Your Product)
- Damage caused by Other Components of the Power System Including but not Limited to Inverters, Charge Controllers, Breakers, Bypass Switches, Fuses, etc.
- Use as a component part of another product or system by another manufacturer if the damage to the Product was caused by the other manufacturer's Product
- If the original identification (trademark, serial number, QR code) markings have been defaced, altered, or removed
- Consumable components of any type are not covered by this Limited Warranty, including but not limited to fuses, surge arrestors and fans
- Cosmetic shortcoming which does not impair the use of the Product for the intended purpose i.e., supply of energy
- Damages arising due to the fact that the use of the Product for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the

statutory provisions applicable to the operation of the Product made after the delivery of the Product

- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair, removal and/or replacement of the Product (including but not limited to labor, transportation, temporary power)
- Costs or damages arising from changes to existing PV systems, building installations or other site changes

This Limited Warranty only applies to defects in workmanship and materials which does not include claims involving regulatory compliance. To make sure the Product meets applicable regulatory requirements which are in place at the time of purchase, please see the applicable Product Manuals and/or the sales contract.

## 6) Warranty Return and Repair Process

To obtain Warranty service for a Covered Product, the Covered Owner must comply with the Return Merchandise Authorization Procedure as provided below. If a Covered Owner returns a Covered Product to Briggs & Stratton (a) without an RMA from Briggs & Stratton or (b) without all parts included in the original package, Briggs & Stratton retains the right to either (1) refuse delivery of such return; or (2) charge a restocking fee equal to the higher of fifteen (15) percent of the original Covered Owner's purchase price of the Covered Product or the retail value of the missing parts. We recommend that Covered Owners use a tracking service for their protection. Briggs & Stratton is not responsible for shipping damage caused by an improperly packaged Product.

By returning a Covered Product, you hereby acknowledge that ownership of the Covered Product is transferred to Briggs & Stratton upon Briggs & Stratton's receipt of the Covered Product. If the claim is justified based on this Limited Warranty, Briggs & Stratton will bear the cost of shipping the repaired or replacement Covered Product to you (or to the installer authorized by you to replace the Covered Product) at the Original Location. Any Covered Product returned to Briggs & Stratton that Briggs & Stratton determines is not defective, or that is returned to Briggs & Stratton without a valid RMA, may be rejected, and returned at the Covered Owner's cost (subject to prepayment), or kept for 30 days for pick-up by the Covered Owner, and then disposed of in Briggs & Stratton's sole discretion without further liability or obligation to Covered Owner.

Once a return is received and inspected, Briggs & Stratton will notify the Covered Owner (or the installer authorized by you to replace the Covered Product) that Briggs & Stratton has received the returned Covered Product. If Covered Owner elects to receive a refund (rather than receive a repaired or replacement Covered Product), such refund will be processed and paid within 6 weeks of Briggs & Stratton's receipt of the Covered Product. If, upon receipt of the Product(s), Technical Services determines the Product(s) were damaged in conditions not covered under the terms of this Limited Warranty, Briggs & Stratton reserves the right to invoice for the replacement product.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. The terms of this Limited Warranty will apply to the extent permitted by applicable law.

THE REMEDIES DESCRIBED ABOVE ARE THE ONLY ONES THAT BRIGGS & STRATTON WILL PROVIDE, EITHER UNDER THIS LIMITED WARRANTY OR UNDER ANY WARRANTY ARISING BY OPERATION OF LAW. BRIGGS & STRATTON WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF THIS LIMITED WARRANTY OR ANY OTHER LIMITED WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

SOME COUNTRIES REQUIRE SPECIFIC DISCLOSURES TO BE INSERTED IN AN IMPLIED WARRANTY; SPECIFIC DISCLOSURES MAY RELATE TO YOUR COUNTRY. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS, YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR COUNTRY.

THIS LIMITED WARRANTY AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH IT (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COUNTRY OR (IF APPLICABLE) STATE OR PROVINCE WHERE THE WARRANTED PRODUCT IS FIRST INSTALLED. IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE BECAUSE IT 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 THE INTENT UNDERLYING THE INVALID OR UNENFORCEABLE PROVISION. THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) SHALL NOT APPLY TO THIS LIMITED WARRANTY OR ANY ASPECT OF ANY DISPUTE RELATING TO THIS LIMITED WARRANTY

## Obtaining Warranty Service for Briggs & Stratton ESS Products

To request Warranty service, you or your Installer/Distributor/Dealer must contact Briggs & Stratton's ESS Technical Services in writing at [ESSTech@basco.com](mailto:ESSTech@basco.com) within the Limited Warranty Period, with the following information (at a minimum) within your communication:

- Proof of date and place of purchase in the form of a copy of the purchase invoice for the original ESS(s) Products

- The Product model number(s) and serial number(s)
- Date of Product commissioning
- An electrical single line drawing or Balance of System (BoS) equipment details, including:
  - Solar panel quantity/make/model and wiring configuration (if applicable)
  - If not paired with SimpliPHI ESS 6 kW Inverter, battery-based inverter quantity/make/model
  - If not paired with SimpliPHI ESS 6 kW Inverter, charge controller quantity/make/model (if applicable)
  - Grid-tie inverter quantity/make/model (if applicable)
  - Non-solar charging sources (generator, grid, wind, micro-hydro, etc.)
- Inverter equipment settings
- Photos of the ESS Product(s) and the overall system installation
- Battery wiring details, including:
  - Battery cables' gauge
  - Battery cables' length
  - DC busbars' make/model/rating
  - DC terminals' torque specifications
- A copy of the installation protocol
- Address where the ESS Product(s) are located
- Permission to Operate documentation with the Utility (if applicable)
- Description of the problem
  - Events / symptoms leading up to the problem with the ESS Product(s)
  - Resolutions attempted

NOTE: SYSTEM MONITORING LOGIN AND PASSWORD FOR ACCESS TO COMPLETE SYSTEM LEVEL MONITORING DATA OF ALL INCLUDED SYSTEM COMPONENTS MUST BE PROVIDED TO TECH SUPPORT TO ADDRESS ANY BATTERY CAPACITY-RELATED CLAIMS.

Briggs & Stratton or its authorized representative will attempt to troubleshoot the ESS Product(s) at the Original Use Location to determine whether the ESS Product(s) are defective. If Briggs & Stratton determines that Warranty service is required, Technical Services will assist in getting authorization for a Return Material Authorization ("RMA") number and instruct you how to submit the RMA through [ESSTech@basco.com](mailto:ESSTech@basco.com).

Once all required information is gathered, Technical Services will determine if the request is covered under the Limited Warranty and will issue an RMA number.

If Technical Services determines the RMA Request to be In Warranty, please ensure the following to receive Warranty service:

- Pack the product(s) in original shipping container / packaging (or equivalent packaging) for return to the address provided by Technical Services
- Include information as requested above
- Clearly mark exterior of shipping container / packaging with provided RMA number

If, however, Technical Services determines the RMA Request is not covered under Warranty, you may send the product to Briggs & Stratton for further evaluation at your expense. To do so, you will need to complete the following steps in addition to those outlined above:

- You must prepay all shipping charges covering shipment to the location designated by Briggs & Stratton, and you must insure the shipment and accept the risk of loss or damage during shipment.
- The non-covered ESS Product may be shipped to SimpliPHI Technical Services for further evaluation at the customer's discretion and expense as part of a Root Cause Analysis (RCA). The upfront fee for this RCA is \$250.

Effective: July 2023