

LITHION BATTERY, INC.
LIMITED WARRANTY ON HOMEGRID BATTERY

Effective Date: April 1st 2023

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.HOMEGRIDENERGY.COM AND IN THE DOCUMENTATION WE PROVIDE WITH THIS PRODUCT.¹

WE WARRANT A PERIOD OF TEN (10) YEARS FOLLOWING THE INITIAL INSTALLATION DATE OF YOUR HOMEGRID BATTERY, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THAT YOUR HOMEGRID BATTERY (I) WILL HAVE AN ENERGY CAPACITY AS SPECIFIED ON ITS PRODUCT LABEL ON ITS INITIAL INSTALLATION DATE, AND (II) BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND RETAIN ENERGY CAPACITY AS SPECIFIED BELOW UNTIL THE FIRST TO OCCUR OF (A) TEN YEARS OR (B) TOTAL ENERGY THROUGHPUT IS REACHED, AS SHOWN IN THE TABLE UNDER THE HEADING “WHAT DOES THE WARRANTY COVER” BELOW.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR GOODS THAT DO NOT MEET THE AFOREMENTIONED WARRANTY STANDARDS IS LIMITED TO REPAIR, REPLACEMENT OR PARTIAL REFUND AS DESCRIBED IN THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS SUBJECT TO A NUMBER OF IMPORTANT EXCLUSIONS AND LIMITATIONS, WHICH ARE EXPLAINED IN DETAIL BELOW.

WHAT PRODUCTS ARE COVERED UNDER THIS LIMITED WARRANTY?

Lithion Battery Inc. (“we” or “us”), extend this limited warranty to any HomeGrid Battery that: (a) was purchased from us in the United States of America; (b) is used solely for solar self-consumption/backup; (c) has one of the part numbers as referenced in the table immediately below; (d) was properly installed by a certified electrician in the United States of America (the “product”); and (e) has been registered with us as described below.

HomeGrid Part Numbers:
PF5-LFP38400-2A01
PF5-LFP33600-2A01
PF5-LFP28800-2A01
PF5-LFP24000-2A01
PF5-LFP19200-2A01
PF5-LFP14400-2A01
PF5-LFP09600-2A01
4000000 HG-FS48100-15OSJ1
4000001 HG-MC100-200M2
4000009 CP1-LFP05120-1A01
4000042 HG-FS48100-15OSJ1-H
4000043 HG FS48100-15OSJ1-H/P
4000044 HG-MC100-200M2-P

WHO MAY USE THIS LIMITED WARRANTY?

We extend this limited warranty only to the individual consumer who originally purchased and installed the product. This limited warranty does not extend to any subsequent owner or other transferee of the product.

To activate this limited warranty, we require you to register your product within one year of installation of your product. Registration of your product is accomplished as described on our website. We require the ability to update your product through remote firmware upgrades using the built-in communication component of your product. The installation of these remote upgrades may briefly interrupt the operation of your product. By connecting your product with the built-in communication component to the Internet, you consent to our periodic remote upgrades, without notice to you. If your product is not connected to the Internet for an extended period or has not been registered with us, we will not be able to honor this limited warranty. We would prefer to avoid this, so we will try to notify you if your product’s Internet connection is interrupted for an extended period, but we will have no obligation to do so. If we cannot contact you and/or you have not registered your product, we will honor this limited warranty for only one year following the date of installation of your product.

WHAT DOES THIS LIMITED WARRANTY COVER?

Subject to the limitations herein, we warrant that your product will:

- (1) have an energy capacity as specified on the product label on its initial installation date; and
- (2) be free from defects in materials and workmanship and retain energy capacity (as shown in the table below) until the first to occur (i) ten years or (ii) total energy throughput, as shown in the table below.

Product Type	Energy Retention	Throughput Energy (Mwh)
Stack'd Series 4.8 kWh Battery Module (Non-heated & heated versions)	60% at ten years following initial installation date	14.11
Compact Series 5.12 kWh Battery	60% at ten years following initial installation date	15.05
Stack'd Series Battery Management System (BMS)	N/A	N/A

WHAT DOES THE LIMITED WARRANTY NOT COVER?

This limited warranty does not cover any defect or energy capacity shortfall resulting from: (i) abuse, misuse or negligence or improper installation; (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside our reasonable control; (iii) damages caused by or resulting from excessive heat (temperatures higher than 113°F (45°C) are considered excessive heat) or excessive cold (temperatures lower than 32°F (0°C) are considered excessive cold) conditions; (iv) storage, installation, commissioning, modification or repair of your product, or opening of the external casing of your product, that is performed by anyone other than us or a certified installer; (v) failure to operate or maintain your product in accordance with the Owner's Manual; (vi) failure to store or operate the product where it is not protected from direct sunlight or the elements of weather; (vii) any attempt to modify your product, whether by physical means, programming or otherwise, without our express written consent; or (viii) removal and reinstallation of your product at a location other than the original installation location without our express written consent.

In addition, this limited warranty does not cover (a) components reasonably deemed to be disposable or consumable, such as replacement air filters, fuses, and light bulbs (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not materially impact the performance of your product; (c) noise or vibration that is not excessive or uncharacteristic and does not impact your product's performance; (d) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (e) theft or vandalism of your product or any of its components.

WHAT IS THE PERIOD OF COVERAGE?

Subject to the limitations contained herein, this limited warranty starts on the date of installation and lasts for ten years (the "Warranty Period"). This Warranty Period is not extended if we repair or replace the product; only the remainder of the original Warranty Period will apply to the repaired or replacement product. For the avoidance of doubt, no warranty will be provided after the 121st month of the installation date. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive. As described above, if we cannot contact you and/or you have not registered your product, your limited warranty will be honored for only one year following the date of installation.

WHAT ARE YOUR REMEDIES UNDER THIS LIMITED WARRANTY?

With respect to any product that fails to meet this limited warranty during the Warranty Period, we will, in our sole discretion, either (a) repair such product at no charge for any new or refurbished parts required (you must pay any labor charges); (b) replace such product with an equivalent product (new or refurbished); or (c) refund you a pro-rata portion of the purchase price of your product based on its age and usage. Shipping replacement product and/or parts within the continental United States to and from the local service center closest to you will be at no charge to you.

HOW DO YOU OBTAIN LIMITED WARRANTY SERVICE?

In order to make a claim under this limited warranty, please contact the certified installer who sold you your product. If you are unable to contact the certified installer who sold you your product, you should contact us at the telephone number identified immediately below.

Our contact details

To obtain a return authorization number ("RMA"):

Please call 1-855-753-3505 or email support@lithionbattery.com.

No limited warranty service will be provided without: (a) an RMA; (b) proof of the original purchase of your product; (c) a description of the alleged defect(s); (d) your product's serial number and original installation date; (e) prior registration of the product; and (f) connection of your product to the Internet through the built-in communication component enabling periodic firmware upgrades.

WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

The following informal dispute resolution procedure is available to you if you believe that we have not performed our obligations under this limited warranty. You must use this informal procedure.

In the event of a concern or dispute between us arising out of or relating to the product or this limited warranty, please send us written notice to [support@lithionbattery.com] describing the nature of the dispute and the relief sought. If the dispute is not resolved within 60 days, we each agree with us that such dispute will not be decided by a judge or jury but instead on an individual basis by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA).

The AAA Consumer Arbitration Rules (which in certain circumstances also permit claims in small claims court) will apply. We will pay for all AAA fees for any arbitration (but not for any civil proceeding). The arbitration will be held in the AAA location most convenient to your residence. To learn more about this dispute resolution procedure, you may contact the Lithion legal department by mail at [1350 Wigwam Parkway, Henderson, Nevada 89074]. The arbitrator may only resolve disputes between you and us on an individual basis. We each waive any rights we have to proceed on an individual or collective basis in arbitration or otherwise. The arbitrator cannot award relief for anyone who is not a party and may not consolidate claims. If an arbitrator decides that any of this section's limitations cannot be enforced as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court on an individual basis.

You may opt out of this informal dispute resolution process within 30 days after accepting the terms of this Limited Warranty by sending a letter to Lithion Battery Inc. at [1350 Wigwam Parkway, Henderson, Nevada 89074] stating your name and intent to opt out. If you opt out, this process will not apply to either of us.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THIS LIMITED WARRANTY OR CLAIMS WITH RESPECT TO THE PRODUCT. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHETHER DIRECT OR INDIRECT. WITHOUT LIMITING THE FOREGOING, WE SHALL ALSO NOT HAVE ANY LIABILITY FOR LOST PROFITS, OR ANY DAMAGES CALCULATED ON A MULTIPLE OF EARNINGS OR REPUTATIONAL DAMAGES.

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 OR MAY ONLY APPLY TO A LIMITED EXTENT, HOWEVER, IT IS INTENDED THAT THESE EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW.

LIMITATION ON USE

YOUR PRODUCT IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSON, LOSS OF LIFE, OR PROPERTY DAMAGE. SUCH USE SHALL VOID THIS WARRANTY FOR YOUR PRODUCT AND YOU AGREE WE SHALL HAVE NO LIABILITY ARISING OUT OF ANY SUCH UNPERMITTED USE OF THE PRODUCT.

FURTHER, WE RESERVE THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED FOR THESE UNPERMITTED PURPOSES AND YOU FURTHER AGREE WE SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO OUR SERVICE OR REFUSAL TO SERVICE YOUR PRODUCT IN SUCH CIRCUMSTANCES.

California Proposition 65 Warning

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We do not expect you to come into contact with any part of your product other than the external casing. If you do, please wash your hands afterwards.

Governing Law

This limited warranty shall be governed by the internal substantive laws of the [state where your product was installed], without respect to its conflict of laws principles. The parties acknowledge that this limited warranty evidences a transaction involving interstate commerce. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.