BEXIE ENERGY

Warranty Certificate

Bexie Storage Container

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Bexie Utility-scale ESS Warranty Certificate

This Bexie Utility-Scale ESS Warranty Certificate (hereinafter referred as "*Warranty Certificate*") is designed to provide clear guidance on the coverage, conditions, and service process for our Utility-scale ESS products. Our goal is to ensure long-term, reliable operation of your system, with service terms that are transparent and practical for both Parties.

Section 1. General Terms

Unless otherwise expressly defined, as used in this Agreement, the following terms shall have the following respective meanings:

1.1 "Product(s)" in this Warranty only cover battery modules, switchgear, racks, Battery Connection Penal (BCP), Fire Suppression System (FSS), HVAC(s), and storage inverter(s), and other equipment manufactured by Seller pursuant relevant Purchasing Documents. However, the following items are not covered by this Warranty:

Type	Description
Consumable	Including but not limited to cables, emergency light bulbs, door frame sealing strips, door padlocks, extinguishants, Cooling fluid ,fuses, and all lead-acid batteries equipped for this system
Cabinet and accessory	Including but not limited to, documents, product accessories, installation accessories, and tools.

1.2 "Warranty" means this Utility-scale ESS Warranty Certificate, including all schedules, exhibits and duly executed amendments.

1.3 "Warranty Period" means the period commencing on the Warranty Start Date and ending upon expiry of the Standard or Extended Warranty.

1.4 "Standard Warranty Period" has the meaning given in Clause 3.1.

1.5 "Extended Warranty Period" means any additional warranty period purchased by Warranty Holder pursuant to Clause 3.2.

1.6 "Warranty Start Date" has the meaning set forth in Clause 3.3.

1.7 "Defect(s)" means 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, that deviates from operation Certificates or tolerances

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provided by Seller (“Technical Specification”) that material impairs the Product(s) functionality or performance; provided that a “Defect” does exclude issues or damages arising as a result of the followings:

a. Improper Use/Maintenance: Arose due to operation or maintenance of the Product(s), or equipment incorporating the Product(s), by or on behalf of the Warranty Holder (other than the Seller) that is not in accordance with Technical Specification; or

b. Normal Wear and Tear: Arose from normal wear and tear in the operation of the Product(s) as in degradation and deterioration from ordinary use.

1.8 “Project Site” means the final location where the Product is installed, commissioned and put into commercial operation.

1.9 “Claim” means any written demand made by Warranty Holder or its assignee under this Agreement in respect of quality or performance.

1.10 "End-user" means the entity that owns and/or operates the Product(s) in commercial service at the Project Site.

1.11 “Seller” means the party identified as the seller or supplier in the relevant Purchasing Document, being the entity responsible for supplying the Product(s) under such Purchasing Document, and includes its successors and permitted assigns.

1.12 “Buyer” means the entity that purchases the Product(s) under Purchasing Document and is the direct counter‑party to the Seller for payment, delivery and acceptance.

1.13 “Purchasing Document” means any binding written agreement (including but not limited to PO, MSA, LNTP, or Change Order) entered into by the Parties as identified in the preface or cover page of this Warranty Certificate. Any annexes or technical specifications expressly incorporated therein shall form an integral part of the Purchasing Document.

1.14 “Force Majeure Event” means any circumstance beyond the reasonable control of the Party affected that prevents or materially delays the performance of its contractual obligations, provided that such circumstance could not have been avoided or overcome through the exercise of commercially reasonable diligence and mitigation efforts. Force Majeure Events include, without limitation:

（a）acts of God (e.g., earthquake, flood, storm, lightning, wildfire);

（b）war (declared or undeclared), armed conflict, terrorism or sabotage;

（c）civil commotion, riot, embargo, trade sanction or blockade;

（d）epidemic or pandemic officially declared by the WHO or a competent governmental authority;

（e）general industrial dispute, strike or lock-out not limited to the Party's own workforce;

（f）unanticipated change in law or governmental order that renders performance illegal; and

（g）nationwide or regional failure of public utilities, telecommunication networks or transportation systems.

1.15 "Technical Agreement" means the document jointly drafted and executed by the Buyer and the Seller that: sets forth the detailed design, configuration, component-level specifications, drawings, performance metrics, testing procedures and acceptance criteria for the Product(s).

1.16 "Warranty Holder" means the person or entity that, at any given time, owns the Product and is entitled to the benefits of this Warranty, including but not limited to: (i) the Buyer; (ii) the End-User; and (iii) any other party to whom the Buyer only if such assignment is conducted in accordance with Section 8.

1.18 "Performance Guarantee Values" means the guaranteed values of capacity, availability, and round-trip efficiency (RTE) explicitly agreed in writing by the Parties in the Purchasing Document, Technical Agreement, this Warranty, or its appendices, as binding guaranteed values applicable to the Seller. Any other technical parameters, operational data, test results, system performance metrics, derived indicators, project revenue indicators, or any other data not expressly defined in writing as Performance Guarantee Values shall not constitute Performance Guarantee Values.

Section 2. Warranty Coverage and Service Commitments

2.1 Coverage of Warranty

Unless otherwise specified in this Warranty or relevant Purchasing Document, during Warranty Period, the Seller Warrants the Product(s) shall:

i） Be free from material defects in design, materials, workmanship, and manufacture that operate without impairment to its intended functionality.

ii）Conform to the applicable technical specifications and the drawings applicable thereto.

The Seller's obligation is strictly limited to correcting any covered Defect(s) in the manner and for the period set out in this Warranty. The remedies expressly set out in this Warranty shall constitute the Seller's sole obligations with respect to any covered Defect, subject always to Section 12.1..

2.2 Excluded Costs

Unless the Parties expressly agree otherwise in writing, this Warranty covers only the repair or replacement of Defect(s) and excludes the following expenses:

i） Freight, Customs & Taxes: any international or domestic shipping charges, import/export duties, VAT, customs‑broker fees or similar levies imposed by the country where the Project is located on spare parts or repaired items;

ii）Local‑Compliance Labour: Extra labour costs mandated by laws or regulations of the Project Site—e.g., hiring locally licensed electricians, safety officers or union personnel—needed to remove, install, replace or test the Defect(s);

iii）Unsubstantiated Call‑outs: travel, accommodation and on‑site costs for visits that reveal (i) no Warranty‑covered Defect, or (ii) a condition caused by misuse, improper installation or other warranty exclusion.;

iv）Insufficient‑Data Diagnostics: any additional investigation or test work made necessary because the Warranty Holder failed to furnish the operational data, site access or cooperation required under Section [2.3], or where the alleged defect is ultimately determined not to be covered by this Warranty;

v）Site‑supplied Labour & Equipment: cranes, forklifts, rigging, scaffolding, lifting devices or labour provided by the Warranty Holder for removal, repair, replacement, installation or handling of parts, unless the Parties agree otherwise in writing.

2.3 Data Preserving

To ensure a smooth warranty service process, the Warranty Holder is requested to record and preserve the operational data listed in Exhibit A. If such data is not available, the Seller may be unable to verify the cause of the issue and therefore may not be able to provide warranty service for the affected claim.

2.4 Site Access & Local Requirements

The Warranty Holder shall grant Seller–authorized personnel safe, timely access to the Project Site, including use of cranes, forklifts and other handling equipment as needed. Repairs, modifications or inspections may be carried out only by the Seller or service providers expressly authorized by the Seller in writing. Any unauthorized intervention shall constitute a Warranty Exclusion to the extent it causes or contributes to the relevant defect or issue.

2.5 Repair and Replacement

Any Product(s) confirmed to contain Defect(s), provided such Defect(s) do not fall under the Warranty Exclusions as set forth in Section 4, Seller shall at its sole discretion at its own cost either repair or replace the Product(s). To avoid any reasonable doubt, the repair or replacement of the Product(s) or the supply of additional Product(s) DOES NOT cause the beginning of new Warranty Period and the Warranty Period for the Product(s) that have been repaired or replaced shall not exceed the remaining period of the original Warranty Period. Replacement components may be new or refurbished and shall meet or exceed the functional performance of the original parts.

2.6 Performance Test (if applicable)

Where the Warranty Holder conducts testing in relation to Performance Guarantee Values of the Product(s), such testing shall be carried out in accordance with the procedures and conditions set forth in this Warranty, including but not limited to Appendix B (Capacity Test Procedure), Appendix C (Availability Calculation Method), and Appendix F (RTE Calculation Method). Any claim based on such testing shall be limited strictly to the Performance Guarantee Values and shall comply with the procedures and evidentiary requirements set forth in Section 9, including but not limited to test records, raw data, environmental conditions, and any additional technical documentation reasonably required by the Seller. Any remedies, liabilities, liquidated damages, performance penalties, or similar monetary obligations relating to

Performance Guarantee Values shall apply only to the extent expressly agreed in writing by the Parties in the relevant Purchasing Document, Technical Agreement, or other written documents, and shall be implemented strictly in accordance with such agreements. For the avoidance of doubt, this Warranty does not independently create any performance penalties, liquidated damages, or similar liabilities.

Unless otherwise expressly agreed in Purchasing Document or Technical Agreement, for any individual Performance Guarantee Value, where performance liability or liquidated damages are agreed, the Seller's cumulative liability for each 1% deviation below the guaranteed value shall not exceed 0.5% of the total price of the relevant equipment. The Seller's total cumulative liability for all performance-related obligations, including performance guarantees, penalties, liquidated damages, or similar monetary liabilities, shall not exceed 5% of the total price of the relevant equipment.

Section 3. Standard Warranty and Extended Warranty

3.1 Standard Warranty Period

The Warranty Period for all form of defects and workmanship Product(s) shall be three (3) years ("Standard Warranty Period") calculated from the Warranty Start Date unless otherwise agreed or extended pursuant written agreement. The Standard Warranty Period does not apply to the following parts or components, which may be subject to different warranty terms as specified below:（The content can be expanded according to actual needs.）

No.	Description	Warranty Period
1		
2		

3.2 Extension of Warranty

If the Warranty Holder intends to extend the Warranty Period beyond the original term, it shall submit a written request to the Seller no later than twelve (12) months prior to the expiration of the effective Warranty Period.

Within thirty (30) days after completion of such on-site inspection, the Seller shall issue to the Warranty Holder a written quotation ("Extension Quote") setting out the

cost, duration, and any additional terms and conditions applicable to the proposed extended warranty.

The Warranty Holder shall review and confirm acceptance of the Extension Quote within fifteen (15) days. If the Warranty Holder declines to accept the Seller's proposal, the Warranty Holder shall remain liable to reimburse the Seller for all reasonable costs and expenses incurred in relation to the on-site inspection and evaluation.

The extended warranty shall only become effective upon mutual written agreement of both Parties, to be documented in a separate warranty extension agreement or amendment.

Unless otherwise agreed by the Seller in writing, no extended warranty may be purchased after the effective Warranty Period has expired.

3.3 Warranty Start Date

The Warranty Start Date is at the earlier of:

a. **Commissioning Date:** The calendar day on which the Product is first fully installed, and function - tested in accordance with the Technical Agreement, as evidenced by a commissioning, energization certificate or any other similar documents pursuant to relevant Purchasing Documents；

b. **Default Activation Date**: The calendar day falling sixty (60) days after the Product is delivered, under the agreed Incoterm, to either (i) the Buyer-designated Project Site or (ii) the Buyer-designated staging warehouse, as confirmed by a signed delivery note or bill of lading； or

c. **Shipment Grace Date**: The calendar day falling ninety (90) days after the Product departs the manufacturing facility, as evidenced by the outbound bill of lading or equivalent transport document issued by the carrier.

3.4 Automatic Suspension

Seller 's obligations under this Warranty are expressly conditioned upon receipt by Seller of all payments due to it (including interest charges, if any). During such time as Seller has not received payment of any amount due to it for the Product(s), in accordance with the contract terms under which the Product is sold, or the payments as agreed by both Parties, the Seller shall have no obligation under this Warranty. Also

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during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts. If the Warranty Holder fails to cure a material breach (including non-payment or denied access) within thirty (30) days after written notice, the Seller shall have the right to terminate the Warranty for the affected Products."

Section 4. Warranty Exclusions

4.1 Scope of Exclusions

For clarification, the Warranty (including the Performance Guarantee) does not cover— and the Seller shall bear no liability for—any Defect, damage, performance shortfall or loss that, in whole or in part, arises from or is aggravated by any of the following circumstances ("Exclusion Events"):

a) Improper transport, storage or handling of the Product prior to installation, including failure to brace during transit, exposure to temperatures or humidity outside the published storage limits, or neglecting the prescribed periodic charging;

b) Non‑compliant installation or operation, namely failure to follow any applicable Technical Specification, user manual, installation guideline, design guideline or safety instruction issued or approved by the Seller;

c) Exposure to abnormal environmental conditions for which the Product was not designed, such as temperatures, altitudes, humidity, wind or snow loads, or chemical vapours that exceed the limits set out in the Specification;

d) Cosmetic or non‑functional imperfections that do not adversely affect performance or safety;

e) Misuse, improper maintenance or lack of maintenance, including operation below the minimum battery cell voltage of 2.0 V, or any maintenance activity not carried out in accordance with Seller instructions;

f) Unauthorized repair, adjustment, alteration or modification of the Product or its components by any party other than the Seller or a service provider expressly authorized in writing by the Seller;

g) Normal wear and tear requiring periodic replacement of consumables such as fuses, air filters or surge suppressors;

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h) Electrical or mechanical stress beyond specified limits, including voltage spikes, phase imbalance, grid outages, or mechanical impact and vibration exceeding IEC or UL test levels;

i) Force Majeure events or external causes, such as fire, flood, lightning, storm, earthquake, vandalism, biological activity, or industrial chemical exposure;

j) Non-compliance with applicable laws, regulations or standards governing the installation, operation or maintenance of the Product;

k) Interaction with third-party equipment or software not supplied by the Seller, where such interaction causes or contributes to the Defect or performance issue;

l) Damage to the enclosure or container from external forces or environmental conditions beyond the Product's design specification;

m) Salt mist, corrosion or airborne pollutants in concentrations exceeding the design limits or the class of environmental severity specified in the Product documentation; and

n) Any other circumstance substantially similar to the foregoing and beyond the Seller's reasonable control.

4.2 Effect of Exclusion Event

Where a claimed Defect is attributable, in whole or in part, to an Exclusion Event, the Seller may reject the warranty claim or limit its scope to the portion not so affected. All costs of inspection, diagnosis, travel, labour, parts and logistics related to such Exclusion Event shall be borne by the Warranty Holder. The Seller will assess the circumstances in good faith based on the evidence provided. This determination will be used to guide the administration of the warranty, except in the case of manifest error.

4.3 Burden of Proof

The Warranty Holder bears the burden of demonstrating that a claimed Defect is not caused by an Exclusion Event. The Seller's written determination—made in good faith and based on the evidence available—shall be final for purposes of administering this Warranty, except in the case of manifest error.

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Section 5. Product Storage

The Parties acknowledge and agree that, if Warranty Holder stores the Product(s) prior to installation for a period longer than two (2) months following the date the Product(s) was delivered to the Point of Destination by Warranty Holder, then Warranty Holder agrees to store Equipment in a temperature-controlled environment in accordance with ***Exhibit D (Equipment Storage Requirement)***. The Equipment stored at the temperature ranges as referenced in *Exhibit* D shall be subject to degradation as listed therein. In the event any Equipment stored for more than six (6) months (or three (3) months with respect to any Equipment containing lead-acid batteries), then Warranty Holder will be responsible for checking the battery voltages in the Equipment (and every six (6)-month period or three (3)-month period thereafter, as applicable) per Seller's instruction and submit the results to Seller for review. Warranty Holder needs to maintain the battery system by charging and discharging to ensure the consistency of the internal cells if storage time exceed 6 months(Time starts from arrival at the project site or nearby warehouse). Warranty Holder shall perform a recharge at Warranty Holder's cost in accordance with Seller's instructions. Warranty Holder's failure to comply with the requirements of recharging maintenance may void the Warranty of the affected Product(s).

After the Battery Combiners (BCP) and Auxiliary Panels are shipped to the Staging Warehouse or Project Site and accepted by the Warranty Holder, the Seller requires that the Battery Combiners and Auxiliary Panels need to be stored in a temperature-controlled environment within the temperature ranges between 0℃ and 25℃ and at a humidity of 80% or less. The Customer need to recharge the UPS and the batteries for Fire Control Panel in the Battery Combiners and Auxiliary Panels every 90 days. Any issue arising from the Customer exceeding the maximum storage period of the Products at the Temperature Ranges or exceed the storage time without recharging shall be subject to void the warranty of the UPS or the Batteries for Fire Control Panel.

The Customer shall accept that the capacity of the energy storage product will decay irreversibly due to improper transportation and overlong storage.

Section 6. Product Return

6.1 Prior Authorization Required

The Warranty Holder may return a Product only after receiving the Seller's written Return-Material Authorization (RMA). Returns shipped without a valid RMA number will be refused.

6.2 Packaging & Insurance

The Warranty Holder shall:

a) package the Product in accordance with the Seller's RMA instructions, using materials sufficient to prevent damage or alteration in transit; and

b) insure the shipment for its replacement value, naming the Seller as the loss payee.

6.3Title Transfer

Title to any Product or component removed under an RMA transfers to the Seller upon shipment; conversely, title to the repaired or replacement item transfers to the Warranty Holder upon delivery to the port of entry in the Project Country.

Section 7. Excusable Non-Performance

If the Seller's ability to perform its warranty services is impacted by any of the following circumstances, the Seller shall be entitled to reasonably adjust the timeline, scope, or commercial terms of the warranty services, following written notice to the Warranty Holder:

(a) Force Majeure Events;

(b)Governmental Restrictions, such as export/import controls, sanctions, or administrative measures that limit the availability of parts, tools, personnel, or access to the installation site;

(c)Warranty Holder's breaches pursuant to Purchasing Document or this Warranty Certificate;

(d) any other events as stipulated in the Purchasing Documents or Applicable Laws.

Section 8. Assignment

8.1 General Rule

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The Warranty Holder may assign this Warranty to a single third party that becomes the lawful owner of the Product(s) ("Assignee") only with the Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

8.2 Notice of Assignment

To request consent, the Warranty Holder (or Warranty Holder) shall deliver to the Seller a fully executed Notice of Assignment that states:

(a) the legal name, address and contact details of the Assignee;

(b) the detail information of Product(s); and

(c) a statement that the Assignee accepts all terms and conditions of this Warranty.

The assignment becomes effective only when the Seller countersigns the Notice of Assignment.

8.3 Conditions Precedent

Seller's consent may be conditioned upon:

(a) verification that the Product is free of undisclosed Defects and in normal operating condition (Seller may perform a paid inspection if deemed necessary);

(b) payment in full of all outstanding invoices, fees or costs owed by the Warranty Holder;

(c) the Assignee's written agreement to comply with all obligations in this Warranty (including data-logging and site-access requirements);

(d) the Product remains installed at its original, Seller-approved location; and

(e) the Assignee receives and retains the original proof of purchase for the Product.

8.4 Limitations

Notwithstanding any other provision:

(a) One owner at a time. This Warranty may not be divided or assigned to more than one entity at any given time;

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(b) Competitor restriction. Assignment to any battery‑cell manufacturer or hardware integrator that markets competing energy‑storage products—whether for automotive or stationary applications—is prohibited.

(c) No expansion of liability. Assignment shall not enlarge, extend or otherwise modify the Seller's obligations; all exclusions and limitations of liability remain in full force.

8.5 Invalid Assignment

Any purported transfer or assignment that fails to meet the requirements of this Article 8 is void and of no effect, and the Seller shall have no obligation to recognize or honor warranty claims made by such unauthorized transferee. This Warranty may be assigned by Warranty Holder to a third party who is the subsequent owner of the Product(s), with the prior written 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 original Warranty Holder assigns, conveys and sells its rights, title, and interests in the Warranty to such third party.

8.6 End User Obligations

Unless the Warranty has been formally assigned to the End‑User in accordance with this Section, the End‑User has no right to submit warranty claims directly to the Seller; all claims must be channeled through the Warranty Holder. Failure to comply with the obligations above may result in suspension or denial of warranty service and recovery by the Seller of any resulting extra costs.

Section 9. Warranty Service Procedures

To ensure timely and effective execution of warranty services, the Warranty Holder shall submit a warranty service request in accordance with the provisions of this Section upon discovering any suspected Defect(s), and shall cooperate with the Seller in any necessary investigation, diagnostics and remedial actions. Unless otherwise agreed in writing by both Parties, all warranty service requests shall be raised and handled in accordance with the procedures set out in this Section, and implemented in conjunction with Appendix E – Service Flowchart.

9.1 Claim Notice

If the Warranty Holder believes a Defect covered by this Warranty or the Performance Guarantee (if applicable) has occurred, it shall submit a written claim ("Claim Notice") in the form set out in Exhibit E (Service Flowchart) within forty-eight (48) hours of discovery. The Claim Notice must include:

i) description of the alleged Defect and supporting evidence (photos, log files, alarm codes);

ii)relevant Product(s) information including installation address and relevant data;

iii)a copy of the original proof of purchase; and

iv) any other information reasonably required by Seller.

If the Warranty Holder fails to raise any objection in writing within ten (10) working days after receipt of the Service Report, such report shall be deemed accepted.

9.2 Investigation and Technical Analysis

Upon receipt of a warranty service request, the Seller shall conduct preliminary assessment, fault diagnosis and technical analysis in accordance with the Service Flow Chart, and may prepare a technical analysis report, 8D quality report or other written analysis materials as necessary. During the investigation and analysis, the Warranty Holder shall provide reasonable and necessary assistance to the Seller and promptly furnish data, records or other evidentiary materials relating to the relevant issue as required by the Seller, including but not limited to operational data, alarm logs, maintenance records, and necessary on-site or remote system access privileges. If the Warranty Holder fails to provide the above information or assistance within a reasonable period, the Seller reserves the right to suspend the relevant investigation, analysis or warranty service until such materials or assistance are provided.

The Seller shall conduct a technical analysis to determine the existence and cause of the defect based on the investigation results, and issue a written root cause analysis conclusion to the Warranty Holder. If the Warranty Holder disagrees with such root cause analysis conclusion, it shall raise a written objection to the Seller within ten (10) working days from the date of receipt, accompanied by reasonable technical analysis, test evidence or other supporting materials; failure to raise a written objection within such period shall be deemed as the Warranty Holder's acceptance of the root cause

analysis conclusion. Upon receipt of the Warranty Holder's objection and relevant technical materials, the Seller shall conduct a reasonable review and issue a final root cause confirmation report. If the Warranty Holder still disagrees with the final root cause confirmation report, it may apply for a third-party test or appraisal in accordance with the provisions of Article 9.7.

9.3 Solution and Implementation

Upon verifying the Defect, the Seller will, at its sole discretion:

(a) dispatch replacement parts or on-site service personnel;

(b) investigate the Defect on-site or remotely;

(c) repair or replace the Product or component with new or refurbished items of equal or better performance (size, model or appearance may differ);

(d) perform workshop repair at a Seller facility or authorised third party; or

(e) compensate loss of capacity in accordance with Schedule C.

The Warranty Holder shall properly package and retain the replaced parts for a maximum period of one (1) month to allow the Seller to arrange for recovery.

9.4 Service Report and Confirmation

After remedial actions, the Seller shall conduct necessary functional verification or operational confirmation on the relevant Product or system to confirm that the issue has been properly resolved or the system has been restored to normal operation. Upon completion of the above verification, the Seller shall notify the Warranty Holder to confirm service completion. The Warranty Holder shall cooperate to perform necessary on-site or remote confirmation within a reasonable time. Upon completion of such confirmation, the Seller shall issue a written final service report setting forth the fault details, root cause analysis, remedial measures and final result.

If the Warranty Holder objects to the final service report, a written objection must be submitted within ten (10) working days from the date of receipt, together with reasonable technical analysis, test data or other supporting materials. Failure to submit a written objection within such period shall be deemed as the Warranty Holder's acceptance of the final service report. If the Warranty Holder still objects to the final

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confirmation report, a written objection must be submitted within ten (10) working days from the date of receipt. Failure to submit a written objection within such period shall be deemed as the Warranty Holder's acceptance of the final confirmation report. If the Warranty Holder still disagrees with the final confirmation report, it may apply for third-party inspection or appraisal in accordance with Clause 9.7.

9.5 Out-of-Scope Findings

If an On-Site Report, Recovery Report or lab test shows that:

(a) the failure is outside Warranty coverage, or

(b) the returned item is not defective,

any related expenses will be the responsibility of the Warranty Holder, as outlined in Section 2.2, and the Seller will provide a detailed breakdown for transparency.

9.6 Deposit Reconciliation

If a deposit was paid, the Seller will deduct any out-of-scope expenses from the deposit and refund any balance within three (3) months after issuing the relevant report. If the deposit is insufficient, or no deposit was paid, the Warranty Holder shall settle the remaining balance within thirty (30) days of invoice.

If the Warranty Holder fails to pay any due amount, the Seller may suspend further warranty service for all Products at the same Project Site until full payment is received.

9.7 Third-Party Inspection Agency

In the event of any dispute between the Parties arising from any technical issue, technical conclusion or technical analysis result (including but not limited to root cause analysis, test results or conclusions in service reports) under this Warranty, either Party may propose to entrust an independent third-party inspection agency to conduct inspection or technical appraisal. The third-party inspection agency shall be determined by mutual agreement of the Parties. If the Parties fail to reach an agreement on the inspection agency within a reasonable period, TÜV Rhineland shall act as the designated independent inspection agency to carry out the relevant inspection or appraisal. The third-party inspection agency shall conduct inspection in

accordance with the relevant technical specifications, testing standards and technical documents under this Warranty, and issue a written inspection or appraisal report. Save for obvious errors, such inspection report shall be binding upon both Parties and serve as an important basis for the Parties to determine the relevant technical issues and liability attribution. In principle, the third-party inspection fees shall be borne in advance by the Party proposing the inspection. If the inspection results support the claim of the other Party, such fees shall be ultimately borne by the responsible Party.

During the third-party inspection, both Parties shall reasonably cooperate and take necessary measures to prevent the problem from escalating or affecting the safe operation of the system.

9.8 Cross-border Data Transfer and Compliance Requirements

During warranty services, remote diagnosis, technical analysis or troubleshooting, the Parties may need to exchange or transmit technical data, system logs, operating parameters or other technical information. If the collection, access, storage or cross-border transfer of the above information is subject to specific data protection, cybersecurity or other compliance requirements under applicable laws, regulations or regulatory requirements of the project site, the Warranty Holder shall promptly notify the Seller in writing prior to the commencement of relevant services and specify the applicable compliance requirements. Upon receipt of such notice, the Parties shall, in accordance with the principle of reasonable cooperation, take necessary measures to ensure that the relevant data processing and cross-border transfer comply with applicable laws and regulations, including but not limited to necessary data processing arrangements, technical measures or contractual safeguards.

In the event that the Warranty Holder fails to inform the relevant restrictions or compliance requirements in writing in advance, any data transmission conduct of the Seller involved in providing remote technical support or data analysis based on reasonable commercial practice shall not be deemed a breach of relevant data compliance obligations.

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Section 10. Applicable Law and Dispute

10.1 Governing Law

Unless a Purchasing Document expressly states that a different law shall govern and that it overrides this Article, this Warranty (including the Performance Guarantee) and any related non-contractual obligations shall be governed by, and construed in accordance with, the laws of Spain, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2 Dispute Resolution

Unless a Purchasing Document expressly provides an alternative forum or procedure and declares that it supersedes this clause, any dispute, controversy or claim arising out of or in connection with this Warranty shall be subject to the exclusive jurisdiction of the courts of Madrid, Spain. Either Party may apply to any competent court for interim or conservatory measures.

10.3 Document Precedence

(a) A Purchasing Document prevails over this Warranty only to the extent it (i) contains a provision that is inconsistent with, and (ii) explicitly disclaims the corresponding provision of, this Warranty.

(b) If the Purchasing Document is silent on governing law or dispute resolution—or does not explicitly override this Article—the provisions of Sections 11.1 and 11.2 above shall apply in full.

(c) All other non-conflicting terms of this Warranty remain fully effective and shall be read together with the Purchasing Document.

Section 11. Confidentiality

11.1 Scope of Confidential Information

For the purposes of this Warranty, “Confidential Information” includes, without limitation:

a) all technical, commercial or operational information relating to any accident, failure, Defect or performance shortfall of the Product(s);

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b) any document, specification, drawing, quotation, price list or data that the Purchasing Document designates as confidential or proprietary;

c) any information that the Seller expressly marks, or later confirms in writing, as confidential; and

d) all information exchanged by the Parties in the course of performing this Warranty— including incident reports, root-cause analyses, service logs, e-mails, instant-messaging or online communications, audio or video recordings, meeting minutes and any other written or recorded material concerning the Product or this Warranty.

11.2 Confidentiality Obligations

The Warranty Holder shall:

(i) use Confidential Information solely for the purpose of administering, enforcing or exercising rights under this Warranty;

(ii) not disclose Confidential Information to any third party except to personnel, affiliates, insurers, financiers or professional advisers who have a strict "need to know" and are bound by equivalent confidentiality obligations; and

(iii) protect Confidential Information with the same degree of care it applies to its own confidential information, and in any event with no less than reasonable care.

11.3 Permitted Disclosure

The receiving party may disclose Confidential Information only if:

i) it has given the Seller at least fifteen (15) calendar days' prior written notice—or, if a shorter period is legally mandated, the maximum period then allowed—and a reasonable opportunity for the Seller to seek protective measures or a confidentiality order; and

ii)the receiving party can demonstrate that the information:

(a) has become publicly available through no breach of this Section; or

(b) was lawfully obtained from a third party that owed no duty of confidentiality; or

(c) is required to be disclosed by applicable law, regulation, court order or other governmental mandate.

11.4 Duration

These confidentiality obligations survive expiry or termination of this Warranty Period for five (5) years, or, in the case of trade secrets, for so long as the information qualifies as a trade secret under applicable law.

11.5 No Implied License

The disclosure of Confidential Information does not grant any licence, ownership right or other interest, by implication or otherwise, except as expressly provided in this Warranty.

Section 12. Miscellaneous

12.1 Exclusive Warranty and No Implied Terms

This Warranty and the Performance Guarantee constitute the Seller's sole and exclusive warranties with respect to the Product(s) and supersede any other express or implied warranties, including any implied warranties of merchantability, fitness for a particular purpose or non‑infringement, to the maximum extent permitted by law.

12.2 Limitation of Aggregate Liability

Except for the mandatory liability specified in applicable laws, the Seller's aggregate liability—whether in contract, tort (including negligence), strict liability or otherwise—shall not exceed the total amount actually paid by the Warranty Holder for the specific Product(s) giving rise to the claim.

12.3 Severability

If any provision of this Warranty is held invalid or unenforceable by a court or arbitral tribunal of competent jurisdiction, the remaining provisions shall remain in full force, and the invalid provision shall be interpreted to fulfil its intended purpose to the maximum extent permitted by law.

12.4 No Waiver

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Failure or delay by either Party to enforce any provision of this Warranty shall not be deemed a waiver of future enforcement of that or any other provision.

12.5 Entire Agreement

This Warranty, together with the Purchasing Document and Technical Agreement (if any), constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written warranties, representations and understandings. No modification is effective unless made in a written instrument executed by authorized representatives of both Parties.

12.6 Export Control & Sanctions Compliance

The Warranty Holder shall comply with all applicable export-control, re-export and sanctions regulations in connection with the use, transfer or resale of the Product.

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Appendix A: Data Logging Requirement

Data logging requirement for Warranty and Performance Guarantee.（Adaptation to actual projects）

Category	Data	Note	Unit	Resolution [Sec]
System Info	System BOS Alarm	BOS	/	60
	Status of Connection Process	System BMS	/	60
	BAU Alarm State	System BMS	/	60
	Accumulation Charge Energy	System BMS	kWh	60
	Accumulation Discharge Energy	System BMS	kWh	60
	System Total Voltage	System BMS	V	60
	System Total Current	System BMS	A	60
	System SOC	System BMS	%	60
	System Max Cell Voltage	System BMS	mV	60
	System Min Cell Voltage	System BMS	mV	60
	System Max Cell Temperature	System BMS	deg C	60
	System Min Cell Temperature	System BMS	deg C	60
Rack Info	Rack #1 Voltage	# of Rack BMS	V	60
	Rack #1 Current	# of Rack BMS	A	60
	Rack #1 SOC	# of Rack BMS	%	60
	Rack Max Cell Voltage			
	Rack Min Cell Voltage			
	Rack #1 Maximum (#1) Cell Temperature Value	# of Rack BMS	deg C	60
	Rack #1 Minimum (#1) Cell Temperature Value	# of Rack BMS	deg C	60
	Rack #2 information			
	……			
	Rack #n information			
External	Ambient temperature	-	deg C	Per local history meteorologic data

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Appendix B: Capacity Test Procedure

The capacity test program is for reference or internal assessment by the warranty Warranty Holder, and should not be regarded as the seller's statement or guarantee of the guaranteed capacity performance, unless otherwise explicitly stipulated in a separate performance guarantee. If the warranty Warranty Holder wishes to measure the capacity of the product, they should conduct the test strictly in accordance with this appendix and the standard test conditions therein. The seller shall not be held responsible for any results obtained from unapproved or non-standard testing methods. Power measurement values should be collected at the measurement point. System BMS should record the measured power with a minimum resolution of two (2) seconds. Before executing the test program, the bank should be fully operational and in good working condition. If the ESS operates outside the specified test conditions during the test, the test is invalid. The test program will not perform any components of the product beyond the seller's safety recommended range, nor will it violate the product warranty or damage the product or its components in any way. Before executing the test program, ESS should be in a working state; however, if the test is conducted under a warranty claim (including based on the capacity performance guarantee), the seller should be required to make ESS available for testing and submitting the warranty claim by the warranty Warranty Holder before the warranty Warranty Holder conducts the test and submits the warranty claim. In particular, all battery modules should be running during the test.

1.Test Conditions (at Bank level)

Parameter	Value	Unit
Maximum Charge Power	BESS operating power	kW
Maximum Discharge Power	BESS operating 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	25±3	℃
Minimum Metering Accuracy	0.5	%

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2.Test Procedure

① Ensure that the battery system functions normally, with the voltage difference between cells within a reasonable range (discharge voltage difference ≤ 300mv, charging voltage difference ≤ 250mv);

② Discharge the system to the system cut-off voltage or 0% SOC at the actual operating power;

③ Place the system in a 25℃ ±3℃ environment and let the average cell temperature reach 25℃, with a temperature difference of ≤ 3℃;

④ Charge the system to the cut-off voltage or 100% SOC at the actual operating power and leave it to stand for 30 minutes;

⑤ Discharge the system to the system cut-off voltage or 0% SOC at the actual operating power;

⑥ Record the charging and discharging data from steps ④ and ⑤, and calculate the energy efficiency based on the data.

3. Data recording requirements:

1. Terminal voltage difference during charging and discharging;
2. Charging and discharging energy;
3. Temperature during charging and discharging process;
4. Changes in SOC during charging and discharging.

All of the above data are based on the data read from the DC side. If the equipment is unable to accurately read the data, then the real-time power during the charging and discharging process and the total duration of charging and discharging must be collected. The time interval must be consistent, and the calculation should be performed according to the following formula.

$$E_{\text{total}} = \frac{\Delta t}{2}\left(P_0 + P_{N-1} + 2\sum_{i=1}^{N-2} P_i\right)$$

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Appendix C: Availability Calculation Method

Unless both parties sign an independent performance guarantee document and clearly stipulate the availability guarantee indicators, the availability calculation method listed in this annex is only for internal assessment or reference by the quality guarantee rights holder, and does not constitute nor should it be regarded as a statement, commitment or guarantee by the seller regarding any availability level or performance.

If the quality guarantee rights holder intends to assess or test the availability of the product, the relevant tests should be calculated strictly according to the formulas listed in this annex. Availability should be calculated on an annual basis and determined according to the following formula:

$$\text{Availability} = 100 * \frac{(\text{PH} - \text{PFO})}{\text{PH}}$$

Note:

1. Total Operation Duration (PH) = The equipment operation time refers to the continuous cumulative time during which the product completes startup and is put into actual operation, achieving the predetermined functions under normal operating conditions.

2. Fault Time (PFO) = It refers to the continuous cumulative period from the moment when the energy storage product stops operating due to its own defect and cannot operate normally until the fault is repaired and the product returns to normal operation. However, if the seller has sent a written notice to the warranty rights holder regarding the completion of the repair, and the warranty rights holder does not raise any reasonable written objection within twelve (12) hours, then such repair completion shall be deemed confirmed solely for the purpose of calculating Fault Time (PFO) under this Appendix C, and shall not by itself limit or replace any claim, objection or confirmation procedure otherwise applicable under Section 9.. To avoid ambiguity, when calculating the fault time, any period not caused by the seller or the product's own defect should be excluded, including but not limited to:

(1) Planned Maintenance Hours (PMH);

(2) Grid faults, power outages or grid unavailability time (PNFO);

(3) Downtime caused by human factors, improper operations or on-site management reasons of the quality assurance stakeholders (HFD);

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(4) Delay in repair caused by force majeure, government actions or changes in laws and regulations;

(5) Any delay or unavailability caused by the quality assurance stakeholders or any third party;

(6) Downtime or unavailability due to problems with the EMS/SCADA system or other systems at the site.

In addition, the availability calculation and monthly reports provided within the EMS system are merely for reference purposes and do not serve as binding performance criteria.

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Appendix D: Equipment Storage Requirement

After the Battery Product are shipped to the Point of Destination and accepted by the Warranty Holder, the Equipment needs to be stored in a temperature-controlled environment within the temperature ranges between 0℃ and 25℃ and at a humidity of 80% or less.

Exposure to Temperature during Storage (before Product is operational) may result in the capacity degradation set forth below:

Temperature Range	SOC	Capacity Degradation [%] / Month
-30℃≤T≤25℃	30-40%	≤0.5% / Month
25℃≤T≤35℃	30-40%	≤1.2% / Month
35℃≤T≤50℃	30-40%	≤2.0%/ Month

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Appendix F: RTE Calculation Method

Unless the Parties have separately signed an independent performance guarantee agreement with explicitly agreed RTE-related indicators, the calculation method set forth in this Appendix is for the internal evaluation or reference of the Warranty Holder only, and shall not constitute or be deemed as any statement, commitment or warranty by the Seller regarding any availability or performance.

If the Warranty Holder intends to evaluate or test the Product(s), the relevant tests shall be calculated in strict compliance with the formulas set forth in this Appendix. The test environment requirements shall be subject to Appendix B – Test Conditions (at Bank level) and shall be determined in accordance with the following formula:

1.DC-side Round-Trip Efficiency Calculation

RTE_{DC}=DC usable energy ÷ DC charge energy

Note: The above calculations do not include auxiliary power consumption。

DC usable energy =（Initial energy × SOH）× DOD × Battery discharge efficiency

DC charge energy =（Initial energy × SOH）×DOD ÷ Battery discharge efficiency

2.PCS AC-side Round-Trip Efficiency Calculation

RTE_{pcs}=AC usable energy ÷ AC charge energy

AC usable energy = Initial energy × DOD × SOH ×Battery discharge efficiency × PCS efficiency × DC cable loss −Auxiliary consumption

AC charge energy= (Initial energy × DOD × SOH) ÷ (Battery discharge efficiency × PCS efficiency × DC cable loss) + Auxiliary consumption

3. MV Point of Connection Round-Trip Efficiency Calculation

RTE_{MV}=MV usable energy ÷ MV charge energy

MV usable energy =Initial energy × DOD × SOH × Battery discharge efficiency × DC cable loss × PCS efficiency × AC cable loss × MV Transformer efficiency - Auxiliary consumption

MV charge energy= (Initial energy × DOD × SOH) ÷ (Battery discharge efficiency ÷ DC cable Loss ÷ PCS efficiency ÷ AC cable loss ÷ MV Transformer efficiency) + Auxiliary consumption

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Appendix E: Service Flowchart

