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WARRANTY CONDITIONS

For the AlphaESS Residential Product Series
Installed in the U.K. by an approved installer

Products

Subject to the terms and conditions detailed below, AlphaESS provides a voluntary product warranty (**the Warranty**) for the following products (**the Products**):

- Li-ion battery unit (SMILE-G3-BAT-10.1P/SMILE-G3-BAT-8.2P/SMILE-G3-BAT-3.8S/SMILE G3-BAT-4.0s) / SMILE-G3-BAT-4.8s / SMILE-G3-BAT-9.6s including the battery management system (BMS).
- SMILE-G3-S5 system including hybrid inverter and batteries.
- SMILE-G3-B5 system including Battey inverter and batteries.
- SMILE-G3-S3.6 system including hybrid inverter and batteries.
- SMILE-G3-S8 system including hybrid inverter and batteries.

Scope of Warranty

This Warranty only applies to newly purchased Products that have not been installed for any purposes before.

This Warranty is non-transferable except in cases where the Products were installed in a building, this Warranty will then be transferred to any subsequent purchaser of that building with the Products, from the original installation.

This Warranty only applies to the United Kingdom (UK).

1. Warranty Period

1.1 Product Warranty

AlphaESS provides 10 years warranty for the Products. The Warranty commences from (i) the date of installation or (ii) the 365th day after the date the Product was manufactured, whichever is

earlier.

1.2 Performance Warranty

AlphaESS warrants the Product's performance for 120 months from (i) the date the Product is installed at the Product Owner's property or (ii) the 365th day after the date the Product was manufactured, whichever is earlier. The warranty only applies if the Product is operated under normal use followed by the specification and the manual provided by AlphaESS.

The precondition of the valid Performance Warranty shall be that:

- The ambient temperature during the operation of the Products should not fall below -10 °C or exceed 50 °C.
- The Throughput Energy per kWh should be lower than 3.11MWh and state of health (SOH) should be lower than 70%, which is calculated from the earlier of (i) the date the battery storage system is installed at the Product Owner's property or (ii) the 365th day after the date of shipment from the manufacturer in China.

The throughput energy performance with the different working conditions is listed in the table below.

Application	Energy Retention[1]	Operating Limitation
Solar self-consumption[2] or time-based charge / discharge[3]	80% at 10 years	Unlimited cycles
Any application not listed above, or any combination of applications that includes one not listed above	80% at 10 years	3.11 MWh/kWh

[1] Expressed as a % of kWh of storage installed
[2] Storing energy generated by an onsite solar array and using that stored solar energy for daily self-consumption.

[3] Storing energy generated by the grid or an onsite solar array and using that stored energy for time-of-use load shifting.

The capacity measurement process is:

Ambient temperature: 25~28℃

Charge / Discharge method:

1. Discharge the battery with constant current until the battery reaches the end of discharge voltage.
2. Lay aside the battery for 10 minutes.
3. Charge the battery with constant current and constant charge voltage until reaching the cut-off current.
4. Lay aside the battery for 10 minutes.
5. Discharge the battery with constant current until reaches the end of discharge voltage. Calculate discharged capacity. Monitor current timely. (If it's constant current.)
6. Calculate formula: Current Capacity = Discharge time × Constant current value.
7. Charge the battery with constant current and constant charge voltage until reaching the cut-off current.
8. Measure the current and voltage at the battery's DC side.
9. If the battery has not been used for 3 months, please repeat the charging/discharging process above three times and select the highest capacity as the test result. Notice: Lay aside the battery for 4 hours between each cycle.

Test value list:

Product Type	End of discharge voltage (V)	Constant charge voltage (V)	Constant current (A)	Cut-off current (A)
SMILE-G3-BAT-10.1P	88.5	108.9	52.5	5.25
SMILE-G3-BAT-8.2P	200	288	9.6	1.6
SMILE-G3-BAT-3.8S / 4.0	75	108	12	2

2. Replace or Repair

Subject to below, AlphaESS will, at its sole option, repair or replace the Products or any part thereof, if such Products are faulty in the manufacture or materials.

AlphaESS will endeavor to replace any Products which require to be replaced under this Warranty with products of equivalent appearance, size, and functionality on a like-for-like basis. The

replacement of Products may not be brand new but with the quality and specification compliant with the Product specifications. Where this is not feasible, due to technological advancements, AlphaESS will supply another type of product of at least the same value and standard, although it may be of a different size, shape, color, and capacity.

If the Products are replaced within the Warranty Period, the remaining Warranty Period will be automatically transferred to the replacement products.

In respect of valid claims under this Warranty, the end user will not be charged for reasonable costs associated with the making of a warranty claim, including warranty processing costs, the cost of replacement parts, and freight. Reimbursement for necessary and reasonable costs or expenses incurred in making valid warranty claims under this Warranty may be claimed from AlphaESS. Documentary evidence in support of such a claim will be required.

This Warranty does not cover:

- any costs incurred by the end user or the installer in normal or scheduled maintenance of the Products.
- any other costs such as transportation (other than delivery costs of parts or Products replaced for the original purchaser under this Warranty), traveling and accommodation cost of persons for on-site support.
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, any consequential losses or other expenses arising from breach of this Warranty.
- any costs in making the warranty claim that are invalid under this Warranty.

3. Preconditions for Warranty

This Warranty is subject to the following conditions:

- The Products must have been installed and commissioned correctly by an installer who is properly trained and certified by AlphaESS. Proof of correct commissioning of the Products (such as a certificate of compliance) and evidence that the installer has been

AlphaESS certified will be required. Claims for failures due to incorrect installation or commissioning are not covered under this Warranty.

- The original serial number and rating labels of the Products must remain intact and readable.
- Before installation all batteries should be stored indoors in a dry and clean environment and should meet the conditions defined below for a Short Period and a Long Period. Avoid contact with corrosive substances and keep away from fire and heat sources.
- Short Period: the ambient temperature at -20 ~ 45°C for less than 1 month
- Long Period: the ambient temperature at 0 ~ 35°C for more than 1 month
- This Warranty does not extend to any Products that have been completely or partially disassembled or modified, except where such disassembly is carried out by AlphaESS.
- The operating temperature of the Products must not exceed -10°C~50°C. The Products shall not be exposed and stored at a temperature higher than 50°C and shall not be exposed to direct sunlight.
- The Products installation location must be ventilated in accordance with the User Manual and the Installation Guide.
- Any warranty claim under this Warranty must meet the requirements below in the "Claims Process" section.
- A commissioning report should be signed by the end user and the installer after commissioning and may need to be sent to AlphaESS when requested.
- After receiving the replacement Products, the owner of the Products must return the allegedly faulty unit in the same packaging material as the replacement Products. AlphaESS will provide all labels, documentation, and freight details for the return of the allegedly faulty unit. All allegedly faulty units must be returned within 10 (ten) working days after receiving the replacement Products.
- A qualified installer must be available for the exchange of the Products and re-commissioning.
- As an original purchaser, he/she shall be responsible for working in good faith directly with AlphaESS to avoid, where reasonable and practical, the return of non-faulty Products. AlphaESS will support rectifying the fault or fault message through telephone

or direct PC links. Note: To qualify for any agreed compensation and a replacement unit, the installer must first contact AlphaESS and fulfill his/her obligations under the "Claims Process" section.

4. General Exclusions

This Warranty will not apply to a defect or fault if one or more of these conditions exist:

- The warranty period specified above has already expired.
- Damage during transportation to the owner's premises, incorrect or damaged packing.
- Storage, handling, installation (or removal and/or reinstallation) or commissioning of the Products that do not comply with the instructions provided by AlphaESS or applicable safety regulations, or that are done without reasonable care, including installation of Products of inappropriate size or type for the intended purpose.
- Operation, use or maintenance of the Products not in accordance with instructions provided by AlphaESS or without reasonable care (including failure to maintain/clean the Products by recommendations in instruction/ operation manuals).
- Accidental damage, theft or vandalism, or use of the Products for a purpose or in environmental conditions for which the Products were not designed or sold, or use of the Products outside the specified or normal operating ranges.
- Changes in the condition or operational performance of the Products due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents, or use of the Products with insufficient ventilation (especially at the maximum temperatures according to the operating manual), exposure to strong vibrations or a strong magnetic field, or damages caused by Force Majeure event.
- Normal wear and tear, replacement or repair of parts included in normal maintenance or service of the Products, or damages only to surface coating, varnish, or enamel.
- Repairs, alterations, or modifications to the Products performed by a third party not authorized by AlphaESS.

- Use of any spare parts not manufactured, sold, or approved by AlphaESS in connection with the repair or replacement of the Products; interconnection of the Products with products of another manufacturer; any other defective or malfunctioning parts in the system into which the Products has been installed.
- The nameplate or serial number of the Products is modified, altered or not readable.
- Other visual damages not affecting energy generation (e.g. surface scratching).
- Continued use of the Products after they are known, or would have been known with regular servicing, to be defective.
- Any incidental or consequential damages, loss of profits, loss of data or any other indirect damages.
- Any costs or expenses incurred by the customer for the procurement of substitute equipment or services.
- Any attempt to extend or reduce the life of the Products without written confirmation from AlphaESS, whether by physical means, programming, or others.
- External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.).
- Product damage caused by an external force, force majeure or other third parties (natural disasters or unforeseeable, unavoidable, and insurmountable objective events, including but not limited to war, civil war, terrorism, strike, riot, or other activities intervened by government, unavailability of suitable and sufficient labor or materials and other events which are out of control of AlphaESS).
- Defects of Products due to renewal of the national or regional laws or regulations.
- Product failure not reported to an AlphaESS Authorized installer within ten working days of occurrence.
- Use of an incompatible inverter, rectifier, or PCS.

5. Exclusions if Products are not connected to the Internet

It is highly recommended that all Products are connected to the Internet for service purposes.

For basic operation, the AlphaESS battery and inverter system can function entirely offline;

charging, discharging, and managing energy locally without any internet connection.

If an Internet connection is not used the following features are not available:

- It is not possible to monitor and remotely maintain a system that does not have an internet connection. The maintenance contract provider won't be able to see:
  - Real-time performance (charge/discharge rates)
  - Battery state of charge (SOC)
  - Solar production and grid import/export
  - Operational / Fault logs
- Therefore, any faults or issues will need to be investigated locally by the company managing the maintenance contract and even then, diagnostic tools are limited without online access.
- AlphaESS cannot provide remote upgrades, meaning that customers cannot use new functions when new EMS firmware is released. If upgrades are required, the company managing the maintenance contract will need to visit the system and install them locally.
- The systems owner should inform their maintenance contract provider as soon as possible once he/she becomes aware of a defect or potential defects in the Products during the Warranty Period. The maintenance contract provider should then contact AlphaESS if after identifying the fault it requires warranty support.

6. Non-Applicability of Warranty Claim

In case a warranty claim is reported to be invalid, the costs incurred by AlphaESS or AlphaESS-Authorized Service Partner due to this non-applicability of a warranty claim shall be covered by the Product Owner.

7. Out of Warranty

As for the service for the Products out of Warranty, AlphaESS agrees to provide certain after-sales services to the Product Owner upon the written request addressed to the AlphaESS Authorized

installer, and all the costs and expenses which include but are not limited to the materials, parts, or labor costs, shall be borne by Product Owner. In this case, the Product Owner shall provide a detailed description of defects to an AlphaESS Authorized installer can detect whether such defects can be resolved or not. For the avoidance of doubt, in no event will AlphaESS be liable for the service out of warranty, and this Section 7 will not constitute the promise of AlphaESS to provide such service out of warranty.

8. Warranty Restriction

Unless otherwise specified herein, to the extent permitted by applicable law, the Warranty Letter and the above remedies shall be exclusive and replace all other guarantees and remedies, oral or in writing, expressed or implied. To the extent permitted by applicable law, AlphaESS expressly rejects any legal or implied warranty, including but not limited to warranties of merchantability, fitness for a particular purpose, and hidden or potential defects. If AlphaESS cannot abandon the implied warranty as prescribed by applicable law or the guarantee specified by applicable laws, all of such guarantees and warranties shall limit to the implied warranty as prescribed by applicable law or the scope within applicable laws and shall be under mandatory application according to applicable law. No distributor, agent, or staff of AlphaESS and/or AlphaESS-Authorized Service Partner / Installer is authorized to make any revision, extension, or addition to the quality Warranty. The legality and enforceability of the remaining clauses herein shall not be affected or damaged if any of the clauses herein is adjudged to be illegal or unenforceable.

Unless otherwise specified herein, to the maximum range permitted by applicable law, AlphaESS will not be liable for any direct, indirect, special, accidental or derivative losses caused by the purchase or use of Products and its system, including but not limited to the loss of use, loss in income, the actual or expected loss in revenue (including contract revenue losses), loss of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, personal injury or damage loss, or the indirect or derivative loss or damage (including any expense arising from the replacement of equipment and property, resumption of production, etc.).

ALPHAESS'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PRODUCT OWNER TO ALPHAESS FOR SUCH PRODUCT GIVING RISE

TO THE LIABILITY. EXCEPTED FROM THIS IS LIABILITY ON THE GROUNDS OF CULPABLE INJURY TO LIFE, PHYSICAL INJURY OR HEALTH INJURY AND MANDATORY LIABILITY FROM INTENT OR GROSS NEGLIGENCE.

9. Dispute Resolution

In case of any dispute in terms of warranty claims, a first-class international testing institute shall be entrusted by AlphaESS and the Product Owner upon mutual consent to provide third-party verification and comments. All fees and expenses shall be borne by the party that demanded such verification procedure unless otherwise agreed.

The local courts of China shall have non-exclusive jurisdiction for further disputes about a warranty claim arising from this Warranty.

In case of a judicial assertion, the AlphaESS-Authorized Service Partner is not authorized to send or receive lawsuit documents.

This Warranty shall be governed and construed by the laws of the Commonwealth of China, excluding the Convention on Contracts for the International Sale of Goods (CISG).

10. Claims Process

If any Products fail within the Warranty Period, the owner of the Products must stop using the Products or the system in which the Products are installed by isolating the Products from any energy source and make a claim as soon as possible following all instructions provided by AlphaESS, or the reseller / installer from whom you have purchased the Products.

To make a warranty claim under this voluntary warranty, please contact the installer from whom you have purchased the Products, or contact AlphaESS directly through the customer feedback system over the online monitoring platform:

https://cloud.alphaess.com/createComplaint or by email at info@alpha-ess.com.

When contacting AlphaESS by email, please provide the following information:

- Your name, address, postcode and telephone number where you can be contacted.
- The model's name and serial number of the Products.

- Proof of purchase with the date and address of the vendor / installer.
- Installation date and installation address.
- Signed commissioning report.
- Contact details of the installer.
- Proof that the electrical distribution system and any installed PV is operating to its specifications.
- A complete and detailed list of observed faults with the AlphaESS products and other information that could help with the analysis of the fault (e.g. any videos and photos, etc.)

AlphaESS aims to rectify genuine quality problems as a priority which is generally achieved by investigating why the defective products have failed and by introducing corrective action measures to prevent re-occurring warranty failures. It is therefore critical that all claims under this Warranty should be promptly submitted to by the installer to AlphaESS as soon as the Products fail, and in any event, within 4 weeks of the failure giving rise to the claim. No consideration will be given to claims under this Warranty that are made after this period.

11. Contact Details

This Warranty is offered by Alpha ESS UK, Ltd. On behalf of Alpha ESS ltd based in JiuHua Road 888, Nantong High-Tech Industrial Development Zone, Nantong City, Jiangsu, 226300.

The warranty service is delivered by the AlphaESS UK subsidiary using its installer network

For any questions, please contact the UK support team on 0330 043 2610

12. Miscellaneous

This Warranty shall form part of the purchase contract in respect of the Products and shall be complied with by all parties involved.