

GM ENERGY HOME PRODUCTS LIMITED WARRANTY

Effective Date: April 3, 2024

Products Covered: This limited warranty (the “Limited Warranty”) is provided by the seller, General Motors Energy LLC (“GM Energy”), for each of the following products that are sold in the United States and Canada (each a “Product”):

Product Name	Model
GM Energy PowerShift	GM Energy PowerShift e1.19
GM Energy Inverter	GM Energy Inverter e1.11
GM Energy Home Hub	GM Energy Home Hub e1.200
GM Energy Dark Start Battery	Delta9.6V25Ah

Limited Warranty: GM Energy warrants that the Products will be free from defects in design, material and workmanship during the Limited Warranty Period (as defined below), subject to the terms, conditions, limitations and exclusions set forth herein (the “Limited Warranty”).

Limited Warranty Period: The Limited Warranty Period begins on the date the Product has shipped (the “Limited Warranty Start Date”) and will continue for the period set forth below:

Product Name	Limited Warranty Period
GM Energy PowerShift	3 years
GM Energy Inverter	10 years
GM Energy Home Hub	10 years
GM Energy Dark Start Battery	10 years

Any subsequent transfer of ownership of the Product will not extend the Limited Warranty Period for the Product.

Who Is Covered: This Limited Warranty is provided to individuals that purchased the Product from GM Energy (each a “Purchaser”) and those individuals that purchased the Product from Purchaser during the Limited Warranty Period so long as the Product remains installed at its originally installed location (each a “Subsequent Transferee”).

Limited Warranty Terms: In order for the Limited Warranty to remain valid, Purchaser (or a Subsequent Transferee) must adhere to the following:

(i) Ensure that the Product is installed by qualified personnel, that all installation instructions are followed for the installation of each Product and that the Product installation complies with all local permitting requirements; and

(ii) Ensure that the Products are kept current with all applicable GM Energy remote software updates (Note: Remote software updates may temporarily interrupt the operation of the Product).

Limited Warranty Exclusions: The Limited Warranty provided herein does not cover any damage or defect in the Product if such damage or defect is related to any of the following:

(i) Failure to follow GM Energy's (or Product manufacturer's) instructions regarding the installation, maintenance, operation or storage of the Product;

(ii) If the Product is not installed and operational within twelve (12) months of the Limited Warranty Start Date, including if the Product has been shut down or powered off for more than twelve (12) months;

(iii) Lack of required preventive maintenance (if applicable) or as suggested in any written manual or instructions provided by GM Energy or the Product manufacturer (collectively the "Product Manual");

(iv) Any misuse, neglect, tampering with or alteration of the Product;

(v) Any repair work performed by Purchaser or a non-authorized third party;

(vi) Any normal wear and tear;

(vii) Any intermittent glitches related to software or vehicle dependencies;

(viii) Any accidental or incidental contact, including but not limited to a vehicle collision;

(ix) A natural disaster (e.g., lightning, floods, earthquakes, etc.), fire, water, excessive moisture, dust, corrosion or vandalism;

(x) Any fluctuations or variations in power supply or input voltages that exceed the limits specified in the Product specifications, including but not limited to high input voltages caused by lightning strikes or the use of a generator; or

(xi) Any defects in other components of the electrical system of the site or structure.

In addition, the Limited Warranty does not apply to any (1) defective parts or components that have been installed on or in the Product if such part or component is not manufactured or approved by GM Energy or the Product manufacturer or (2) aesthetic defects, such as scratches, dents, corrosion and normal aging or (3) defects not directly and exclusively attributable to defects in Product design, material or workmanship.

THE LIMITED WARRANTY PROVIDED FOR HEREIN IS GM ENERGY'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. ALL PRODUCTS ARE PROVIDED BY GM ENERGY ON AN "AS IS" BASIS, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, GM ENERGY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, TIMELY, ACCURATE, OR ERROR-FREE OPERATION, OR FREEDOM FROM COMPUTER VIRUS OR MALICIOUS CODE, OR THE ACCURACY, SUFFICIENCY OR SUITABILITY OF TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION.

Limited Warranty Claim Process: To make a claim under this Limited Warranty, Purchaser (or a Subsequent Transferee) must contact GM Energy at 1-833-64POWER within thirty (30) days from the date Purchaser became aware of the defect.

As part of the claim process, Purchaser must provide GM Energy with the following:

(i) Proof of original purchase of Product, including a dated purchase receipt from GM Energy;

(ii) Product name and model number;

- (iii) Product serial number;
- (iv) Detailed description of the alleged defect;
- (v) The address where the Product is installed;
- (vi) Records of all required maintenance performed on the Product (if applicable); and
- (vii) A copy of the installation permit and a photo of the installed Product and its control panel.

Limited Warranty Service: If, during the Limited Warranty Period, the Product fails to conform with the Limited Warranty (subject to the terms, conditions, limitations and exclusions of this Limited Warranty), GM Energy will, at its sole discretion, either repair a defective Product (using new or refurbished parts) or replace a defective Product with an equivalent product (either new or refurbished), at no charge to Purchaser.

As part of this Limited Warranty, GM Energy will cover the labor costs associated with an authorized repair facility to repair or replace defective parts or Products. The Limited Warranty does not, however, cover labor costs associated with removing, installing or troubleshooting Purchaser's electrical systems.

Replacing or repairing a defective part or Product does not extend the Product's Limited Warranty Period and does not create a new warranty for the replaced or repaired part or Product.

GM Energy may restrict warranty service for the Product to the country(ies) where GM Energy originally sold the Product.

Limitation of Use: The GM Energy Home equipment should not be used as a primary or backup power source for medical equipment or any other products in which failure could lead to injury or loss of life.

Limitation of Liability: IN NO EVENT SHALL GM ENERGY, OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY CLAIM THAT ANY PRODUCT VIOLATES ANY WARRANTY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THE EXCLUSIONS

AND LIMITATIONS SET FORTH IN THIS LIMITED WARRANTY SHALL GOVERN AND CONTROL OVER ANY OTHER RIGHTS AND REMEDIES TO WHICH PURCHASER MAY OTHERWISE BE ENTITLED. GM ENERGY'S TOTAL LIABILITY IN CONNECTION WITH ANY CLAIM THAT A PRODUCT VIOLATES ANY WARRANTY WILL BE LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED BY GM ENERGY FROM PURCHASER FOR THE PRODUCT. PURCHASER ACKNOWLEDGES AND AGREES THAT THEY HAVE PURCHASED PRODUCTS WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THIS AGREEMENT.