

## Limited Warranty for GM Energy PowerBank

This limited warranty (hereinafter ‘**Warranty**’) specified below applies to GM Energy PowerBank and the Accessory Component (hereinafter ‘**Products**’) manufactured by LG Energy Solution, Ltd. (hereinafter ‘**LG Energy Solution**’), purchased by End-users (hereinafter “**Buyer**”) through GM Energy (hereinafter ‘**Reseller**’) and installed by ‘**Certified Installer**’. ‘Certified Installer’ must hold manufacturer certification available through GM Energy installer resource website.

The following ‘Warranty’ is provided for the ‘Products’ below.

Product Model	Model Code
GM Energy PowerBank e1.10 (10.6 kWh)	EU0407N00B_3S
GM Energy PowerBank e1.17 (17.7 kWh)	EU0407N00B_5S

### 1. Purpose

The primary purpose of this ‘Warranty’ is to clearly define the matters related to the warranty policy of the ‘Products’.

### 2. Obligations

2.1 ‘Buyer’ shall use and maintain the ‘Products’ in accordance with documentation including the GM Energy Powerbank Installation and Home System or Storage bundle User Manual provided by GM Energy.

2.2 ‘Buyer’ shall comply with all precautions specified in documentation provided by GM Energy.

2.3 The ‘Products’ shall be charged only through compatible GM Energy inverter connected to PV or Grid. In order to maintain minimum charging state, the ‘Products’ must be connected to the Grid. When the ‘Products’ are installed where Grid is not connected, the ‘Warranty’ will be voided.

2.4 The ‘Products’ require using an approved, compatible GM Energy inverter. When the ‘Products’ are installed with a non-approved inverter, the ‘Warranty’ provided by the manufacturer will be voided.

2.5 Any person performing installation and maintenance of the ‘Products’ must have the appropriate electrical qualifications and licenses for battery installations required by the county, and the state. in addition to being a ‘Certified Installer’ by the battery manufacturer.

### 3. Product Warranty

GM Energy will replace or repair any defect in the ‘Products’ subject to the terms of this ‘Warranty’ including the exclusions set out in Articles 7, 8 and 9. The Product Warranty shall begin either (i) on

the date of the installation or (ii) twelve (12) months from the date of manufacture, whichever occurs first, and such ‘Warranty’ shall be valid for a period of ten (10) years.

#### 4. Performance Warranty

4.1 GM Energy guarantees energy retention (70%) at the earlier of (i) the end of ‘Warranty’ period (10 years) or (ii) when the aggregate energy throughput is met as setout below, including the exclusions set out in articles 7, 8 and 9, provided that the battery systems are operated under the conditions set forth in GM Energy PowerBank Installation and Home System/Storage Bundle User Manual.(iii) In case of charging/discharging power, performance is guaranteed up to 0.33CP and safety is guaranteed up to 0.55CP

The performance warranty shall begin to take effect either (i) on the date of installation or (ii) twelve (12) months from the date of manufacture, whichever occurs first.

Application	Warranty Period	Aggregate Energy Throughput
Residential storage for solar self-consumption or back-up	10 years from warranty term commencement date	e1.10 (10.6kWh): 48.2 MWh e1.17 (17.7kWh): 80.3 MWh

4.2 The value of aggregate energy throughput and energy retention (70%) shall be measured on the following conditions by GM Energy:

Capacity measurement condition:

- Ambient temperature : 23 ~ 27°C (73.4-80.6°F)
- Initial battery temperature from BMS : 23 ~ 27°C (73.4-80.6°F)
- Charging/discharging method :
  - Charge: 0.3CP/CV, Cut-off current 0.05C at:
    - e1.10 (10.6kWh) : 172.2V(BPI\*)
    - e1.17 (17.7kWh) : 287.0V(BPI\*)
  - Discharge: 0.3CP, Cut off voltage at:
    - e1.10 (10.6kWh) : 126.0V(BPI\*)
    - e1.17 (17.7kWh) : 210.0V(BPI\*)
- Current and voltage measurements taken at battery side (BPI\*)

\* BPI : Battery Power Interface

4.3 In the event of the ‘Warranty’ exclusion described in Article 7, 8 and 9, the Performance Warranty shall be expired.

4.4 The ‘Warranty’ period for capacity expansion by adding BMA to an existing system shall be the remainder of the warranty period for the original BMA.

4.5 The 'Warranty' period for parallel systems is based on each single system.

## **5. Warranty Claim**

5.1 The 'Buyer' shall notify or contact, within 1 month, GM Energy if the purchased or installed 'Products' are found to be defective, damaged and/or when the quality-related problems occur by using the Contact point in Article 10.

5.2 If the 'Buyer' intends to raise a claim due to the quality defect of the 'Products' pursuant to Articles 3 or 4 , the 'Buyer' shall provide GM Energy with the following information.

- (1) Proof of original purchase of Product, including a dated purchase receipt from GM Energy
- (2) Description of defects, symptoms and when it occurred
- (3) Product(s) serial number (Depending on the number of series, the 'Products' could have up to 6 serial numbers.)
  - a) Battery Module #1
  - b) Battery Module #2
  - c) Battery Module #3
  - d) Battery Module #4
  - e) Battery Module #5
  - f) BCU (Battery Control Unit)
- (4) Further information requested by GM Energy to determine the defect and its cause (for example, error code, description of defect and other information)
- (5) The address where the Product is installed
- (6) Records of all required maintenance performed on the Product (if applicable)
- (7) A copy of the installation permit and a photo of the installed Product and its control panel

5.3 GM Energy shall identify the defect notified by the 'Buyer', and repair or replace if the defect would be covered by the Product Warranty set out in article 3 or the Performance Warranty set out in article 4 in accordance with the terms of this Warranty.

## **6. Replace or Repair**

6.1 When a claim is submitted under the Product Warranty or Performance Warranty, GM Energy shall decide whether to (i) repair, or (ii) replace the defective 'Products' with refurbished parts equal in value.

6.2 The 'Warranty' period for the repaired or replaced part/product shall be the remainder of the warranty period for the original part/product.

6.3 Subject to the requirements of any law, no obligation for GM Energy to indemnify or compensate 'Buyers' for any damages which shall arise out of Product Warranty or Performance Warranty unless otherwise explicitly specified herein.

6.4 The 'Warranty' for defective products are only valid when they have been repaired or replaced by personnel appointed by GM Energy.

In the event the 'Products' are no longer commercially available, GM Energy, at its option, may complete the replacement with alternative equipment deemed to be equivalent in function and performance, or refund the remaining depreciated value of the purchase price of the 'Products' during the Free Warranty Period as set out in the Compensation Scheme below. The Purchase Price of the Product is defined by the price paid, in local currency, by the 'Reseller' or 'Certified Installer'. The purchase price mentioned hereinabove is defined by the price paid by the 'Buyer' or 'Certified Installer' for the purchase.

**- Compensation Scheme (For performance warranty) -**

- Residual value in [Local Currency] = purchasing price in [Local Currency] / 120 x (120 - Operation time after installation in month)
- No warranty of performance will be provided from the 121st month

## **7. Exclusion for Failure to Connect to the Internet or Failure to Register the Product**

In order to provide the 'Warranty' for the full warranty period as set out in Article 3 and Article 4, GM Energy requires the ability to perform the remote firmware updates. These remote updates may interrupt the operation of the 'Products' for a short period, but GM Energy can provide important firmware updates when the 'Products' are connected to the Internet. When the 'Products' are connected to the Internet, it means that you agree with GM Energy to perform the remote updates, without further notice to you.

When the 'Products' are not connected to the Internet and GM Energy cannot provide important updates for the 'Products', GM Energy may not be able to honour the full Warranty period. However, GM Energy will provide the 'Warranty' for at least five years notwithstanding lack of commissioning and/or internet connection.

## **8. General Exclusions**

This 'Warranty' does not apply to any defects or performance failures comprising or resulting from any of the following.

- When the 'Products' are not installed as specified in the Installation Manual
- When the 'Products' are installed by a person lacking the appropriate electrical qualification and license/certificate for the battery installation required by the law, including country and state jurisdictions.
- When the 'Products' are not purchased through authorized sales channel designated by GM Energy.
- When the 'Products' are not installed and/or serviced by the 'Certified Installer' of the battery manufacturer.
- When the 'Products' are not manufactured by GM Energy's battery manufacturer.
- When the 'Products' are transported, stored, installed, assembled, tightened, or wired out of compliance of the official installation manual and datasheet of the 'Products'.

- When the 'Products' are disassembled or dismantled without prior consent of GM Energy.
- When the 'Products' are damaged by physical or electrical stresses such as, inclusive but not exclusive of, inrush current, lightning, flood, tidal wave, fire, or incidental damage.
- When the defect or performance failure occurs or the scope of the defect expands due to improper repair of the 'Products' carried out by technicians who are not approved by GM Energy
- When the defect or performance failure occurs in the 'Products' due to the wilful misconduct or negligence of the 'Buyer'
- When the defect or performance failure occurs due to the misuse, faulty use, or negligent use of the 'Products'.
- When the 'Products' are used for purposes other than the Application under Article 4.
- When a claim is raised for the 'Products' after the warranty period specified in Article 3 and Article 4 has expired.
- When the scope of the defect or performance failure has expanded because GM Energy was not notified of the defect or failure in the period specified in Article 5.
- When the defect and/or any expanded scope of the defect are caused by force majeure events, such as war, riot, civil war, natural disasters, etc., that are not wholly or predominantly attributable to the acts or omissions of GM Energy.
- When the 'Products' are externally damaged but its performance and function are not affected.
- When the 'Products' are damaged during the transportation from the 'Reseller' to the 'Buyer'.
- When the 'Buyer' or 'Reseller' violates applicable law, including laws or regulations of the state, country or local government while using the 'Products'.
- When a claim for the 'Products' is not raised as prescribed in Article 5.
- Other defects not attributable to GM Energy and up to the extent general exclusions are permitted under the applicable laws.

## **9. Special Exclusions**

### **9.1 Exclusion of Warranties**

The 'Warranty' will not apply if the 'Buyer' violates any of the following provisions:

- The 'Products' shall not be used in facilities with radiation control, nuclear reactors, and facilities related to nuclear safety or nuclear power uses, as well as facilities that may have direct contact with patients.
- The 'Products' shall not be used to power medical devices or life-support equipment.
- The 'Products' shall not be used or installed in a location where vibrations may occur. For example, aircraft, ship (vessel, boat, yacht), car or train are not allowed.
- The 'Products' shall be used for residential stationary storage applications.

### **9.2 Exclusion of Incidental or Consequential Damages**

- To the maximum extent permitted by applicable law, in no event will 'GM Energy' or any of its representatives be liable to 'Buyer' for any incidental or consequential damages

arising out of breach of the warranty whether or not the 'Buyer' has been advised of the possibility of such damages.

### 9.3 Disclaimer of Implied Warranties

- The warranty set forth herein is in lieu of, and 'Reseller' expressly disclaims all other product warranties of any kind whatsoever whether express, implied, statutory, arising by course of dealing or performance, custom, usage in the trade or otherwise, any warranty of merchantability, or fitness for a particular purpose, and in any event no such implied warranty has applicability beyond the time period covered by this warranty.

### 10. Contact

If the 'Buyer' has any questions or wants to file a claim, the first step is to contact GM Energy using the following contact information.

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<b>SERVICE CONTACT</b>		
UNITED STATES,	Web	gmenergy.gm.com
	Telephone	+1-833-647-6937
	Email	energyservice@gm.com

### 11. Applicable law

The 'Warranty' is governed by the law of the country or state or jurisdiction in which the 'Buyer' resides. This 'Warranty' only applies to the 'Buyer' who has purchased the 'Products' for his or her own use.

### 12. Applicable Countries

This 'Warranty' is applicable only in the countries listed as below. GM Energy is not responsible for any claims against this Warranty made in and/or based on the event occurred in any countries other than listed herein.

- United States,

This 'Warranty' gives you specific legal rights, and you may also have other rights which vary from State to State. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. 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.