

# **Limited Warranty for Prime Lithium-ion REESS**

## Scope of limited warranty coverage

This warranty applies to all lithium ion stationary battery packs for residential applications for use with Prime LV 14S Battery Management System (series and parallel connection), purchased after October 1st 2021 (hereinafter, "product") and sold by Prime Batteries Technology (hereinafter, "PRIME") to customers and is extended to the original end user purchaser, and when the Product remains at its original installed location, is transferable to any subsequent owner of the location, or subsequent title holder of the Product upon satisfactory proof of succession or assignment (all such persons hereinafter referred to as, "customer").

## Limited product warranty

#### A. BATTERY MODULE

PRIME warrants the battery modules contained in the product to be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for:

- 1. A period ending ten (10) years from the date of product purchase by the first customer. The duration of the calendar guarantee begins with the initial charge/ discharge cycle of the battery system, but no later than 6 months after delivery of the battery module by PRIME. Any subsequent sale of the real property at which the product is first installed shall not affect the warranty term.
- 2. Applicable for **HS9**, **HS12** and **RS9** battery: An energy throughput of 21,000,000 Wh (Charged energy measured in Wh results of Charge Voltage multiplied by Current Power (amperage)). The warranty applies to defined duty cycle according to SOC%; SOC Swing %; Temperature; Discharged Power; Charged Power.

Whichever occurs first, if the product fails to conform to this warranty, as determined by PRIME in its sole and absolute discretion, PRIME will employ one of the following Limited Warranty Remedies as set forth in Section 3 below. This Limited Product Workmanship Warranty does not in any way address or relate to the Product's energy retention capacity. At end of lifetime the customer has to ship to the producer (PRIME) the products from market. Producer (PRIME) will store the product free of charge from Customer for recyclability. Cost of environmental taxation is bear by producer (PRIME).



#### B. AUXILIARY COMPONENTS

PRIME warrants the auxiliary components contained in the product to be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for:

#### **B1. CONTATORS, RELAYS**

- B1.1. A period ending two (2) years from the date of product purchase by the first customer. The duration of the calendar guarantee begins with the initial charge/ discharge cycle of the battery system, but no later than 6 months after delivery of the battery module by PRIME. Any subsequent sale of the real property at which the product is first installed shall not affect the warranty term.
- B1.2. A total number of 10,000 cycles (make and break power) at 80 100 AB2.

CONNECTORS (power connectors; communication connectors)

- B2.1. A period ending two (2) years from the date of product purchase by the first customer. The duration of the calendar guarantee begins with the initial charge/ discharge cycle of the battery system, but no later than 6 months after delivery of the battery module by PRIME. Any subsequent sale of the real property at which the product is first installed shall not affect the warranty term.
- B2.2. A total number of <100 mating cycles

#### Limited warranty remedies

PRIME, at its sole discretion will take one of the following remedies.

- 1. PRIME will repair or replace the product with a new or refurbished product.
- 2. PRIME will provide an additional new or refurbished product to restore deficient output.
- 3. PRIME will refund the customer the original product purchase price. Prime, in its sole discretion, may pro-rate any refund by the number of months from the date of purchase by the first customer.

## Limited remedy conditions

When one of the Limited Warranty Remedies is employed, the following conditions will apply:

- 1. The warranty remedy will extend only to claims received before the end of the warranty period.
- 2. The original warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair, replacement, addition, or pro-rated refund of the defective product.
- 3. The first date of the product's installation shall determine the start of the warranty period in thee vent PRIME repairs, replaces, adds to, or prorates a refund for the defective product.
- 4. Remedy options may not be combined. Only one remedy option will be employed at PRIME's sole discretion.
- 5. The warranty remedy is applicable to the product only and does not apply to any other system components or parts.
- 6. When product is the subject of third-party financing, any applicable refund will be paid to the title-holder of the product.
- 7. Product removal, packaging, transportation, reinstallation, and related costs and fees are excluded from these limited warranties.
- 8. Product that is replaced by PRIME shall become the property of PRIME.



## Limited warranty exclusions

The warranties above in Sections 2 and 3 are void and do not apply under the following:

- 1. Products not sold by PRIME.
- 2. Expiration of warranty, no evidence of purchase, or no proof of installation by a qualified technician.
- 3. Altered, removed, or illegible product serial number(s).
- 4. Any Product repaired by anyone other than PRIME.
- 5. Cosmetic variations, stains or scratches that do not affect energy retention.
- 6. Damage due to lack of compliance with the manual provided by PRIME.
- 7. Damage or corrosion resulting from environmental pollution such as soot, chemical vapors, acid rain, immersion in water, whether caused by flooding or otherwise, and any type of mold.
- 8. Damage caused by inadequate or improper usage, alteration, installation, wiring, handling, removal, maintenance, storage, packaging, or transportation.
- 9. Damage caused by abuse, neglect, vandalism, accident, animals or insects, or external stress, such as, but not limited to, wet conditions, any impact or force or shock greater than set forth in the specifications.
- 10.Damage from non-compatibility with, or defects in, system-related parts and components not otherwise supplied by PRIME or its agents or representatives.
- 11.Damage to the surface exterior such as, but not limited to, cuts, scrapes, scratches, punctures, penetrations, or wear and tear, from objects.

## Obtaining Warranty Performance

Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify an authorized PRIME representative, or contact PRIME directly by writing to: PRIME BATTERIES TECHNOLOGY

Str. Oxigenului, No. 4C, Cernica, ILFOV, 077035 office@primebattery.eu

Claims must accompany evidence of the product purchase date by the customer. The return of any product will not be accepted by PRIME unless accompanied by a valid return material authorization and prior written authorization issued by PRIME.

# Force majeure

PRIME shall not be held responsible or liable to the customer or any third-party arising out of any nonperformance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the product or the claim.



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