



GCL SYSTEM INTEGRATION TECHNOLOGY CO., LTD.

LIMITED WARRANTY FOR E-KWBE ENERGY STORAGE SYSTEM

Rev.2016-AUS-VER1.1

Effective Date: 6th, Jan, 2017

Applies to: E-KwBe NC/S 2.5 kWh and E-KwBe NC/S 5.6 kWh (the "Product")

1. LIMITED WARRANTY

1.1. According and subject to the terms, conditions, exclusions and limitations hereof, GCL System Integration Technology Co., Ltd ("GCLSI") provides performance warranty for the Products as described in detail below (hereinafter collectively referred to as "Limited Warranty"). The Limited Warranty is extended to and only extended to the end customer that has acquired the Products for the purpose of on-site use (the "Customer"). The Limited Warranty cannot be transferred without prior written consent from GCLSI.

1.2. Subject to the terms, conditions, exclusions and limitations set forth hereof, GCLSI provides to the Customer the below Limited Warranty with respect to the capacity of the Product (the "Warranted Capacity"):

- (i) The Product shall have not less than 87% of its Nominal Capacity measured under Standard Measurement Condition within 2 years from the Warranty Starting Date; and
- (ii) The Product shall have not less than 75% of its Nominal Capacity measured under Standard Measurement Condition within 7 years from the Warranty Starting Date.

For the avoidance of any possible doubt, the Limited Warranty provided by GCLSI does not cover any cosmetic changes or defects, normal noise or vibration, normal wear and tear, to the extent it does not result in the Product's performing below the applicable Warranted Capacity.

1.3. For the purpose of this Limited Warranty:

"Nominal Capacity" of a Product shall mean the Product's initially rated capacity as indicated in its label.

"Standard Measurement Condition" shall mean, during measurement of the Product's capacity, (i) the ambient temperature of the Product shall be $25\text{ }^{\circ}\text{C} \pm 2\text{ }^{\circ}\text{C}$; (ii) the initial temperature of the battery pods shall be $25\text{ }^{\circ}\text{C} \pm 1\text{ }^{\circ}\text{C}$; and (iii) power shall be discharged by the Product at 2kW as measured at the 54V DC link from an initial 100% charge capacity.



“Warranty Starting Date” of a Product shall mean the invoicing date indicated on the invoice(s) issued to the Customer for the acquisition of the Product. If there are more than one invoices issued for the Product, Warranty Starting Date shall mean the earliest invoicing date on any of those Products.

- 1.4. In a case where the actual capacity of the Product is below the aforementioned Warranted Capacity, owing to any significant defects in materials and workmanship, GCLSI may judge, at its sole discretion, and at its option either to repair or replace the defective Product with a new or refurbished Product.
- 1.5. In the event the Product is no longer available in the market, GCLSI may, at its option, replace it with a different product with equivalent functions and performance or refund the remaining annually depreciated value of the purchase price over the term of Limited Warranty beginning from the date of invoice.
- 1.6. These remedies set forth in this Article 1 (Limited Warranty) shall be the sole and exclusive remedies under the Limited Warranty and shall not extend the original warranty period of the Limited Warranty.

2. EXCLUSIONS AND LIMITATION

The Limited Warranted shall not be applicable, if:

- (1) any one of the below conditions or prerequisites is not satisfied or met:
 - (A) The ambient temperature during the operation of the Product must not fall below 0°C or exceed 45°C ; and
 - (B) The Product(s) must not be exposed to a temperature exceeding 50°C ; and
 - (C) The Product(s) has been and will be configured for rapid daily cycles use: and
 - (D) The installation of the Product(s) has been or will be completed within twelve (12) months from the date of manufacturing date of the Product(s);
or
- (2) the Product(s) is subject to accident or inappropriate transportation, storage or handling;
- (3) the Product(s) is subject to non-observance of GCLSI’s installation manual or maintenance instruction;
- (4) the Product(s) is subject to operation, repair, maintenance, modification or alteration by someone other than an approved technical of GCLSI;
- (5) the Product(s) is subject to any change or attempt to change the life of the Product or any improve or attempt to improve the Product, without prior written consent from GCLSI;
- (6) the Product(s) is subject to any damage due to abnormal operation environment or other reasons;
- (7) the Product(s) was or is removed, reinstalled, relocated or otherwise altered from its original installed location;



(8) the Product(s) is or was applied to non-intended uses;
the Product(s) is subject to force majeure events or events, including but not limited with lightning, flood, fire, earthquake, extreme hot or cold whether etc.; or

(9) the Product(s) is subject to other incidents or events that are beyond GCLSI's reasonable control.

THE LIMITED WARRANTY AS SET FORTH HEREIN IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF GCLSI, UNLESS SUCH OTHER OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY GCLSI. GCLSI SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE MODULES, INCLUDING WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCTS, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL GCLSI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED, EVEN IF ADVISED OF POSSIBILITY OF SUCH DAMAGES. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, ANY LOSS OF REVENUES ARE SPECIFICALLY AND WITHOUT LIMITATION EXCLUDED.

3. WARRANTY CLAIMS AND PERFORMANCE

3.1. Warranty claim(s) will only be accepted when being put forward within the applicable warranty period. Without prejudice to the foregoing, warranty claim(s) shall be made within 21 days upon the Customer because aware or should have been aware of the under performance of the Products.

3.2. If the Customer has a justified warranty claim covered by the Limited Warranty, an immediate notification shall be filed directly (i) to GCLSI, by mailing a registered letter in writing, or sending an email to GCLSI's email account listed hereunder; and (ii) to the vendor from whom the Customer purchased the Products. Together with the notification, the Customer shall provide: (i) the name and address of the Customer (and its distributor and installer, where applicable); (ii) evidence showing the Product has been under-performing; and (iii) other documents, evidence, or information as may be required by GCLSI or the agent appointed by GCLSI to deal with such warranty claim.

3.3. GCLSI or approved agent of GCLSI will examine the evidences and documents provided by the Customer and may request the Customer to deliver the allegedly defective Products to be designated by GCLSI or GCLSI's approved agent for further examination, inspection and verification.

3.4. After examination, inspection and verification of relevant evidences (and Product(s), where applicable):

(i) if GCLSI or approved agent of GCLSI determines that it has been substantiated that

the Products are performing below the applicable Warranted Capacity, before GCLSI or approved agent of GCLSI would be obligated to perform relevant warranty obligations pursuant to the Limited Warranty, the Customer will be required to immediately furnish to GCLSI or approved agent of GCLSI the original invoice(s) issued to the Customer when the Customer purchased the Product(s) concerns.

- (ii) If GCLSI or approved agent of GCLSI determines that the result has indicated that the Product(s) has been performing in conformity with the applicable Warranted Capacity, the Customer shall be obligated to reimburse GCLSI and approved agent of GCLSI the costs and expenses incurred by them in relation to such testing, examination and verification.

3.5. No warranty claim(s) will be honored if:

- (i) The type or serial number of the Products have been altered, removed or been made illegible; or
- (ii) The Customer fails to provide to GCLSI the original copies of:
 - (1) a full set of invoices issued by the vendor to the Customer for the Customer's purchase of the Products involved in the warranty claim(s);
 - (2) the warranty certificate issued by GCLSI; and
 - (3) other evidence, information, document and datas that GCLSI might request the Customer to provide, to assess the actual performance of the Products; and
- (iii) a valid warranty claim is not submitted to GCLSI within 10 days after relevant applicable warranty period.

Contact Information

- **GCL website for Product Data Sheet:** <http://en.gclsi.com/energy-storage-system/>
- **GCL website:** <http://en.gclsi.com/>
- **GCL email:** gclsisales@gclsi.com
- **GCL address:** GCL Energy Center, No. 28, Xinqing Road, Suzhou Industrial Park, Jiangsu Province, China
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