

PureStorage II Warranty 5/10 kWh
LiFePO4

Puredrive Energy Ltd, here in after referred to as “PDE,” provides the following Performance Warranty for their LiFePO4 battery, (battery) under the following conditions.

PDE provides the end customer (hereinafter referred to as the “Customer”) with a transferable warranty (with the consent of PDE). The Customer is the natural person or legal entity which acquires the battery for the purpose of on-site use.

Term of the Performance Warranty

The Performance Warranty begins on the date of the invoice which the vendor issues to the Customer and is valid for 10 years or until the Energy Throughput reaches the MWh as indicated in the table below, whichever is the sooner.

The Performance Warranty

PDE warrants that the battery retains at least 70% of Nominal Energy after 8,500 cycles measured under the following conditions:

Capacity measurement conditions

Ambient temperature: 25-30 C
Initial battery temperature from BMS: 25-30°C
Current and voltage measurement at battery DC side.
Charging/discharging method
Charge: (1.0) CC/CV
Discharge: (1.0) CC/CV
90% DoD

The term “Nominal Energy” herein means the initially rated capacity of the battery as printed on the label of the battery.

The term “DOD” means Depth of Discharge.

The term “BMS” means Battery Management System.

The Term “DC” means Direct Current.

The term “CC/CV” means Constant Current / Constant Voltage.

PDE warrants and represents that the total energy throughput of the battery shall, under the proper conditions of use during the Term, be as per the table below.

Product	Nominal Energy	Cycles	Energy Throughput
PureStorage II 5	5 kWh	10,000	45 MWh
PureStorage II 10	10kWh	10,000	90 MWh

PDE’s liability under this warranty shall be limited to one of two remedies:

- a) To repair or replace the battery with a new or refurbished product. PDE, at its discretion, may replace the battery with a different kind of product with equivalent functions and performances. A repaired or replaced Subject of the battery shall be warranted for the remainder of the original Term. In any event,

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the replacement or repair shall not justify the renewal or new beginning of the warranty period.

OR

- b) Refund the remaining annually depreciated value of the purchase price of the battery. The calculation of the refund will be as per the Compensation Scheme below, the Term of Performance Warranty beginning from the date of invoice. The purchase price mentioned above means the price actually paid by the Customer for the battery and excludes any installation costs.

Compensation Scheme

100% of the purchase price of the battery according to the purchase invoice from the date on the purchase invoice up to 24 months (Class I); thereafter:

72% of the purchase price of the battery according to the purchase invoice for months 25 through 36 after the date on the purchase invoice (Class II); thereafter:

58% of the purchase price of the battery according to the purchase invoice for months 37 through 48 after the date on the purchase invoice (Class III); thereafter:

44% of the purchase price of the battery according to the purchase invoice for months 49 through 60 after the date on the purchase invoice (Class IV); thereafter:

30% of the purchase price of the battery according to the purchase invoice for months 61 through 72 after the date on the purchase invoice (Class V); thereafter:

16% of the purchase price of the battery according to the purchase invoice for months 73 through 84 after the date on the purchase invoice (Class VI); thereafter:

6% of the purchase price of the battery according to the purchase invoice for months 85 through 96 after the date on the purchase invoice (Class VII); thereafter:

4% of the purchase price of the battery according to the purchase invoice for months 97 through 108 after the date on the purchase invoice (Class VIII); thereafter:

2% of the purchase price of the battery according to the purchase invoice for months 109 through 120 after the date on the purchase invoice (Class IX).

Accordingly, no warranty of performance will be provided as of the 121st month after the date on the purchase invoice.

The choice of remedy, a) or b), is at PDE's absolute discretion.

Prerequisites for warranty performance

The Performance Warranty shall be null and void unless all of the following conditions are met:

The installation of the battery for the Customer, by a suitably qualified installer, was completed within six (6) months from the date of the invoice for the battery.

The Subject of the Warranty has been used as intended/in accordance with the user manual at all times.

The ambient temperature during the operation of the battery did not fall below -10 °C or exceed 45 °C at any time.

The battery was not be exposed to a temperature exceeding 50°C;

This certificate of warranty/warranty declaration is presented in its original form when making a claim.

The original invoice for the procurement of the battery is submitted.

The battery inverter used is an approved inverter and has only ever been used during the use of the battery in accordance with the user manual of the battery inverter.

The Customer cooperates in determining whether or not the minimum capacity has been achieved by providing PDE with the battery data recorded by the battery inverter.

Any shortfall of the guaranteed Nominal Energy is not attributed to force majeure, (ambient temperature conditions, external forces etc).

Exclusion of Warranty

- PDE's warranty shall not cover defects or non-conformities in the battery which are caused by normal wear and tear, transportation, storage, misuse, neglect, accident or abuse, modification or faulty repair to the battery by a third party i.e. other than PDE or an agent approved by PDE, failure to observe the maintenance or operating instructions provided by PDE, or improper installation.
- The warranty shall not apply to defects caused by external influences including unusual physical or electrical stress (power failure surges, lightning, flood, re, accidental breakage), which are not the responsibility of PDE. No warranty shall apply to any damages caused by goods to which battery is incorporated or installed into, or used together with, including any parts thereof.
- The warranty shall not apply in the event of failure to adequately maintain the equipment. An on-site inspection by suitably qualified technicians is required following sixty months of continuous use. Warranty claims made beyond 60 months from the date of commissioning may be declined if it cannot be demonstrated that the equipment has been maintained adequately.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR ANY BATTERY THEREOF FURNISHED HEREUNDER. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY FOR THE BATTERY.

IN NO EVENT SHALL PDE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY REASON (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF EQUIPMENT OR LOSS OF REVENUES) REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH CLAIM MAY BE MADE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Making a Warranty Claim

PDE appoints the Customer's place of purchase as the service centre/approved agent for receiving and processing warranty claims (with a copy to the registered office of PDE).

As prerequisites of making a warranty claim regarding the Performance Warranty:

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Warranty claims may only be made during the Term of the Performance Warranty

Warranty claims must be made within 48 hours after the Customer detects that the battery is running at a capacity of less than the guaranteed Nominal Energy.

When making a claim the Customer must submit the following items:

Documentation including:

1. The original purchase invoice.
2. Detailed information about the entire systems (e.g. system schematic).
3. Documentation of previous claims/exchanges (if applicable).

Battery data including:

1. Product model.
2. Product serial number.
3. Indicator status.

PDE will examine the submitted evidence/documents and then will decide whether to collect the battery and conduct a further inspection to verify the remaining capacity of the battery. If the inspection of the remaining capacity indicates that the battery is not running at a capacity of less than the guaranteed Nominal Energy, the costs and expenses associated with such inspection shall be reimbursed to PDE by the Customer.

Final verification of the claim will be made exclusively by PDE

Applicable law

This warranty is subject to UK law and the certificate which is executed in the English language shall prevail in the event of conflict between the English version and any translated version.

_____ Mark Millar

Director