

GSL WARRANTY TERMS

FOR ENERGY STORAGE SOLUTIONS

BESS-R40K-R/BESS-R60K-R

I. WARRANTY TERMS

1. Warrantor.

Warrantor is SHENZHEN GSL ENERGY CO LTD. (formerly “GSL ENERGY”), based at A601-A602, Building 1, Tian'an Cyber Park, Huangge North Road, Longgang District, Shenzhen, China 518172

2. Applicable Products.

The following limited warranty terms and conditions (collectively, the “Factory Warranty”) apply exclusively to GSL ENERGY's products of the following types (“Covered Products”):

- BESS-R40K-R/BESS-R60K-R LiFePO₄ Battery

which:

- were manufactured by and bear the original manufacturing label of GSL ENERGY
- were sold by GSL ENERGY directly or through a certified GSL ENERGY Agent, Distributor or Partners (Authorized by GSL Energy);
- were installed and commissioned by an Authorized, Certified Installer in the world.

3. Product Warranty.

For Covered Products, GSL ENERGY covers all defects in workmanship and materials during the Warranty Period under proper application, installation, use and service conditions as specified in GSL ENERGY's standard product documentation, and subject to the conditions listed below (“Product Warranty”). The Product Warranty is not intended to be a durability warranty, as end-user conditions and usage is variable. GSL ENERGY specifically disclaims any warranty to include specific components in any product or service.

4. Performance Warranty.

GSL ENERGY guarantees that the actual storage capacity of the Covered Product models (“Battery Pack”) will be not less than **70%** of the labeled storing capacity during whole warranty time period.

5. Warranty Obligations.

- (a) During the Warranty Period, GSL ENERGY will, at its option, analyse the defective reason according to warranty issue material like pictures, videos and description, and provide online support. If issue is resulted from quality problem, GSL Energy will replace defective parts free of

charge for the distributor or installer to repair the product.

(b) GSL ENERGY will, at its option, use new and/or reconditioned parts in building replacement parts. GSL ENERGY reserves the right to use parts or products of original or improved design in the repair or replacement of your product. If GSL ENERGY replaces a product part, its warranty continues for the remaining portion of the Warranty Period or 90 days from the date of the repair or replacement, whichever is greater.

(c) Distributor/ installer have the obligation to reach end user to check and report relative issues of the Warranty Product. This Factory Warranty does NOT cover, however, costs of installation, cost of removal, cost of labor for repair, cost of shipping or cost of re-installation of a Covered Product or parts thereof.

(d) In the event of a defect of products or services supplied by GSL ENERGY, Customer's sole remedy shall be, at negotiated cost and expense with GSL Energy of the equipment, (a) repair or replacement of defective product at GSL ENERGY's discretion, or (b) re-performance of defective services.

(e) Except for visible defects of products and services for which Customer shall provide notice to GSL ENERGY immediately, Customer shall provide written notice of any defect to GSL ENERGY within 10 days after discovery of such defect.

(f) GSL ENERGY's liability with respect to any product, including without limitation GSL ENERGY's obligation to repair or replace defective products or to re-perform defective services, shall be excluded if

- 1) Customer fails to inspect products or services,
- 2) Customer fails to inform GSL ENERGY about defects,
- 3) Customer fails to observe product operating and maintenance instructions provided by GSL ENERGY,
- 4) Any product or product part has been opened, modified, repaired, processed, replaced or installed, or any other work has been performed in relation to or that affects any product, by a non-certified or otherwise unauthorized person,
- 5) Any other act or omission has occurred that otherwise has resulted in a loss of product warranty.

(g) In the event GSL ENERGY determines that an alleged product or services defect did not exist, was excluded from GSL ENERGY's liability by GSL ENERGY's Terms & Conditions, Customer shall reimburse GSL ENERGY for all costs and expenses incurred by GSL ENERGY as a result of GSL ENERGY's attempt to repair, replace or re-perform.

(h) The installer must hold a compliant electrician certificate, GSL ENERGY will not be liable for product(s) damaged through installer error or installation error. Determination of warranty coverage is as set out in this Warranty document, and at the discretion of the GSL ENERGY Service team.

(i) GSL ENERGY will deduct all the expense claimed and confirmed as warranty cost from new order or pay with products with same value as warranty cost.

GSL ENERGY –PRODUCT FACTORY WARRANTY

(j) EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE GSL ENERGY'S SOLE AND EXCLUSIVE OBLIGATION AND YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE AFOREMENTIONED LIMITED WARRANTY.

6. Product Suitability.

GSL ENERGY's products are designed to meet stated international safety standards and regulations. Because local safety standards and regulations vary significantly, GSL ENERGY cannot guarantee that products meet all applicable requirements in each locality. Customer assumes responsibility for compliance with such safety standards and regulations in the localities in which a product will be shipped, sold or used. Before purchase and use of any product, Customer shall review the product application, and national and local codes and regulations, and must verify that the use and installation of the product will be in compliance therewith.

7. Warranty Period.

(a) Starting date of warranty period for the Covered Product commences upon the initial **B/L date** from GSL ENERGY factory or from an Authorized Dealer.

(b) The Warranty Period for the **BESS-R40K-R/BESS-R60K-R** Model terminates upon the earlier of 120 months since warranty starting date.

8. Persons Entitled to Make Warranty Claims.

Warranty claims may only be made by the original purchaser of a Covered Product, if the Covered Product has been registered through GSL ENERGY's product registration website during the installation process by the Authorized Dealer, or a person to whom the title to the Covered Product has been transferred, provided that the Covered Product remains in its original location and configuration (including, without limitation, a purchaser of a building, who acquires the covered product as a fixture to the building).

9. Claim Notice.

(a) If distributor/installer believe that he/she has a justified claim covered by this Factory Warranty, you must submit the claim in writing ("Claim Notice") to GSL ENERGY within the applicable Warranty Period to GSL ENERGY's address set forth above, or such future address as GSL ENERGY may provide from time to time. Any Claim Notice must include the following information:

- The serial number of the Covered Product for which a Claim Notice is being sent;
- A copy of the dated purchase receipt for the Covered Product;
- A copy of the installation protocol for the Covered Protocol signed by an Authorized Dealer;
- Information about the use of the Covered Product in reasonable detail;
- Information about the defect in reasonable detail.

(b) Upon receipt of your Claim Notice GSL ENERGY may ask for further information or claim verification from you, receipt of which will be required prior to processing the claim.

(c) Upon acceptance of your warranty claim, GSL ENERGY may require that you send the Covered Product at your own costs to a GSL ENERGY warranty claim center located in the world.

II. WARRANTY LIMITATIONS

1. Excluded Warranty Claims

(a) GSL ENERGY makes no warranties, either expressed or implied, orally, or in writing, with respect to any other warranty coverage except those expressly stated in this limited Factory Warranty

(b) The Factory Warranty does not cover damages that occur due to:

- Transport damage;
- Installation or commissioning through any person which is not an Authorized, Certified Dealer;
- Failure to observe the user manual, maintenance regulations and intervals;
- Modifications, changes, or attempted repairs, except as conducted by an Authorized Dealer;
- Incorrect use or inappropriate operation;
- Insufficient ventilation of the Covered Product;
- Failure to observe the applicable safety regulations;
- Force majeure.

(c) This factory warranty does not cover cosmetic defects which do not directly influence energy production, or degrade form, fit, and function.

(d) Claims that go beyond the scope of this limited Factory Warranty, in particular claims for compensation for direct or indirect damages arising from the defective device, for compensation for costs arising from disassembly and installation, or loss of profits, are expressly NOT covered by this Factory Warranty.

(e) In no event will GSL ENERGY be held responsible or liable for any personal injuries resulting from the use of the system, or for any other damages, whether direct, indirect, incidental, or consequential; even if GSL ENERGY has been advised of such damages.

2. Internet Connectivity.

As a condition to this limited Factory Warranty, GSL ENERGY requires continuous online access to the Covered Product via internet connection. This Factory Warranty requires that the Covered Product will be properly connected to the internet through your internet provider and expressly excludes any defects resulting from your acts or omissions that prevent GSL ENERGY from accessing the Covered Product online as may be required for software upload or performance data download.

III. GENERAL.

This limited Factory Warranty and the terms contained herein supersede all statements contained in any and all user manuals, installation manuals, other equipment literature or catalogs, or orally with respect to any product or performance warranty for Covered Products.