

## 1. AMPERE ENERGY Energy Storage System warranty

This warranty applies to the Ampere Energy Energy Storage System (hereinafter the "Product") with the limitations and exclusions contained in the following terms and conditions.

Ampere Power Energy, S.L., hereinafter AMPERE, provides the CLIENT with a Product Warranty and a Performance Warranty for this Product. Hereinafter, the Product Warranty and Performance Warranty will be jointly referred to as the "Warranty";

Hereinafter, the "CLIENT" will mean the natural or legal person who purchased the Product directly from AMPERE or through an authorised distributor, for the use for which it was manufactured, that is, as an Energy Storage System, all this in accordance with the Product's technical terms and conditions.

Ampere warrants the Product supplied in accordance with the following terms and conditions:

### 1.1. Product Warranty

Ampere guarantees that the Product (not its installation) will be free from material and workmanship defects for a period of three years, with the exception of the built-in inverter, which will have a five-year warranty. The warranty period begins on the date on which the CLIENT purchased the Product, although it will have a maximum duration of three years and three months from the date on which the Product was shipped from AMPERE's factory, with the exception of the inverter, whose Product warranty is for a term of five years plus three months from the date on which the Product was shipped from AMPERE's factory. Should the Product have been sold through an authorised dealer, at the time of its purchase, the CLIENT would have been informed, by the Product's distributor or seller, whether the date that the

Product was sent from AMPERE's factory was within three months from the date of purchase, and therefore whether the duration of the Product's Warranty will be less than three years from the date of purchase of the Product, or, in the case of the inverter, less than five years from the date of purchase of the same.

### 1. 2. Performance Warranty

The Performance Warranty applies to the Battery Module incorporated within the Product.

AMPERE guarantees to the CLIENT that the Battery Module incorporated within the Product can provide, in a single complete discharge cycle, for 10 years from the date on which the CLIENT purchased the Product, a useful energy equal to at least 70% of the initial useful capacity. However, this guarantee is limited to a maximum of 10 years and three months from the date on which the Product was shipped from AMPERE's factory.

The initial useful capacity of the Battery Module is 3 KWh for Sphere S 3.3 and Square S 3.3, 6 KWh for Sphere S 6.3, Square S 6.3 and Square 6.5 S, and 12 KWh for Tower S 12.3 and Tower S 12.5. The term "useful capacity" describes the amount of energy that can be used from the Battery Module when fully charged, in other words, it is the amount of energy that it can supply during a complete discharge cycle.

## 2. Warranty claim procedure

AMPERE's sole liability under this warranty, apart from those established by law, will be to undertake the repair of the Product, or the Battery Module, or to replace the same. Should said repair or replacement be unreasonable or unfeasible, AMPERE

reserves the right to choose between supplying a similar replacement Product or Battery Module, providing the same or equivalent functions or reimbursing the Product or Battery Module's residual value to the Customer.

The CLIENT will inform AMPERE about any Product defects within a period of 15 calendar days from the date on which it became evident, with an exhaustive description of its nature together with any evidence or proof and allow AMPERE to inspect and correct said defect by placing the Product at its disposal.

Any repairs will take place at the CLIENT's premises, unless AMPERE decides to undertake a repair at its own premises because circumstances so determine or advise. The CLIENT is not authorised to repair the Product themselves or use a third-party unauthorised by AMPERE to do so, or to unilaterally send the Product to be repaired or replaced, unless AMPERE has given them explicit instructions in this regard.

Any replacement or repair will have a warranty lasting for the period remaining until the expiry of the original warranty.

In the event that, after checking the Product, AMPERE or the technical Service Provider designated by the same should determine that the Product is not defective, AMPERE or the Service Provider will be entitled to charge the customer a fee for carrying out said checks.

### **3. Exclusions and limitations of warranty.**

The warranty does not cover damage or defects due to:

a. The incorrect installation, manipulation or maintenance of this Product due to a failure to comply with the instructions for installation,

operation and safety provided by AMPERE which come with the Product.

b. Repairing or modifying the Product by a technical service provider unauthorised by AMPERE or introducing or using components or different equipment to that used by AMPERE.

c. Inappropriate transport, or improper storage or conservation of the Product.

d. Abusing, neglecting or making undue use of the Product or using it in an inappropriate environment.

e. Faults caused by lightning, fire, flood, accidental breakage, actions by third-parties or any other event beyond the reasonable control of Ampere and occurring under normal conditions of installation or use of the Product. f. Normal wear of the Product, whether it is ordinary wear and tear due to operation or external causes, or extraordinary wear or breakdown due to operational overload, misuse or external causes such as excessive humidity, dust, corrosive agents, electromagnetic fields, static electricity, non-technical operating parameters, variations in the quality of the power supply or defective Internet connection.

g. Use of the Product in applications or devices which are not covered or permitted in the technical data sheet of the Product.

h. Installation and use of the Product outside the European Community.

i. Faults caused by accidents or force majeure.

j. Any Product whose serial number has been altered or which cannot be identified unequivocally will not be covered by this warranty.

k. Failure to comply with the applicable regulations.

#### 4. Limitation of liability.

a. AMPERE does not provide any further warranties than those expressly mentioned in this document.

b. AMPERE will not provide the warranty if the use of the Product does not conform exclusively to that in accordance with the Product instructions provided by AMPERE, and as an Energy Storage System.

c. Legal warranties, as well as any warranties provided by AMPERE in this document, are limited in duration in accordance with the terms set out in this warranty.

d. This warranty is limited to the purchase price of the Product which is object of the claim. AMPERE will only be liable for direct damage effectively caused to the CLIENT, thereby excluding any consequential damage, such as loss of revenue, loss of business, loss of use, data, or other commercial damages or economic benefits as well as moral damage or damage to reputation that the CLIENT may have endured.

e. AMPERE provides a warranty for the Product in accordance with the terms established in this guarantee certificate, without prejudice to any rights that may correspond to the CLIENT as a consumer<sup>1</sup>.

#### 5. Exercising the warranty rights.

Any claim will be handled by email through *support@Ampere-energy.com*, indicating the serial number of the Product to which the claim refers and attaching a copy of the original invoice. Additional documents (pictures, power records, etc...) must be provided at AMPERE's request.

#### 6. Transmitting the warranty

If the CLIENT sells and conveys ownership of the Product, this warranty is transferred to the Product's new owner for the remaining warranty period, provided the Product remains installed in its original location. The new owner will then be considered the CLIENT for the purposes of the terms and conditions of this warranty. In this case, the warranty will expire for the previous CLIENT.

Serial number of the product

Signature:

AMPERE POWER ENERGY, S.L.

1. Any provision of this warranty that is contrary to the provisions of European Directive 1999/44/CE and Law 23/2003 of 10th July, on the Sale of Consumer Goods and Associated Guarantees, will be automatically excluded.