



HYDROESS Limited Warranty

United States, United States Territories, and Canada

Effective Date: April 2, 2018

Applies to:

Product Line	Battery Model	Free Parts Period	Operation Limitation	Energy Retention
HydroAioPower-Battery	HAP-51400 (20 kWh)	120 months	8,000 cycles or 112 MWh of aggregate throughput	70% at 10 years following initial installation date
HydroAioPower-Battery	HAP-51300 (15 kWh)	120 months	8,000 cycles or 96 MWh of aggregate throughput	70% at 10 years following initial installation date
HydroAioPower-Battery	HAP-48120 (6kWh)	120 months	8,000 cycles or 36 MWh of aggregate throughput	70% at 10 years following initial installation date
HydroAioPower-Battery	HAP-5160 (3kWh)	120 months	8,000 cycles or 20 MWh of aggregate throughput	70% at 10 years following initial installation date

This HydroGroup, LLC. ("HydroESS") limited warranty ("Limited Warranty") covers defects in workmanship and materials of the following HydroESS products for the applicable warranty periods (each a "Warranty Period") set out below:

- HydroESS – AioPower: 10 years (dependent upon product) commencing on the earlier of (i) 4 months from the date the product is shipped from HydroESS and (ii) the installation of the product at the original end-user location ("Original Location").

Except as set forth above, this Limited warranty applies only to products installed in the United States, United States territories (including American Samoa, Puerto Rico, U.S. Virgin Islands, Guam and Northern Mariana Islands), and Canada. During the Warranty Period, the Limited Warranty is transferable to a different owner ("Transferee") as long as the product remains at the Original Location, the Transferee submits to HydroESS a "Change of EQUIPMENT Ownership Form", and pays the applicable Transfer Fee within 30 days from the date of transfer to the Transferee. This submission is a requirement for continued Limited Warranty coverage. The Transfer Fee is set forth in the Change of EQUIPMENT Ownership Form and is subject to reasonable adjustment from time to time (as determined at HydroESS's discretion). The Change of EQUIPMENT Ownership Form and payment instructions are available at <http://www.HydroESS.com/Warranty>.

During the Warranty Period, if HydroESS establishes the existence of a defect that is covered by the Limited Warranty, HydroESS will, at its option, either (1) repair or replace the product free of charge, or (2) issue a credit for the product to the owner of the system in an amount up to its actual value at the time the owner notifies HydroESS of the defect, as determined by HydroESS. The amount in Dollars of any prorated credit amount can be based on the original purchase price at the time of sale, divided by the number of months of the warranty period, and then multiply the sum by the remaining months of the warranty period:

If HydroESS elects to repair or replace the product, HydroESS will, at its option, use new and/or reconditioned parts or products of original or improved design. If HydroESS repairs or replaces a product, the Limited Warranty continues on the repaired or replacement product for the remainder of the original Warranty Period or ninety (90) days from the date of receipt of HydroESS's return shipment of the repaired or replacement product, whichever is later. The Limited Warranty covers a replacement unit but does not include labor costs related to (1) un-installing the product or (2) if applicable, re-installing a repaired or replacement product. To the extent applicable, the Limited Warranty also covers the costs of shipping a repaired or replacement product from HydroESS, via a non-expedited freight carrier selected by HydroESS, to locations in United States, United States territories, and Canada. The Limited Warranty does not cover, and HydroESS will not be responsible for, shipping damage or damage caused by mishandling by the freight carrier.

The Limited Warranty does not apply to, and HydroESS will not be responsible for, any defect in or damage to any products: (1) that have been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally; (2) that have been improperly installed, operated, handled or used, including use under conditions for which the product was not designed, use in an unsuitable environment, or use in a manner contrary to the HydroESS User Manual or applicable laws or regulations; (3) that have been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, or input voltage that creates operating conditions beyond the maximum or minimum limits listed in the products specifications, including high input voltage from generators or lightning strikes; (4) that have been subjected to incidental or consequential damage caused by defects of other components of the solar system; (5) if the original identification markings (including trademark or serial number) of such products have been defaced, altered, or removed; or (6) for which the Trip Point Management (TPM) profile with either pre-loaded or pre-set functions has been altered, and such alteration of the profile causes the product to malfunction, fail, or fail to optimally perform. The Limited Warranty does not cover cosmetic, technical or design defects, or shortcomings which do not materially influence or affect energy production or degrade form, fit, or function of the products. The Limited Warranty does not cover costs related to the removal, installation or troubleshooting of the

owner's electrical systems. The Limited Warranty does not extend beyond the original cost of the products.

GENERAL EXCLUSIONS

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following: (1) abuse, misuse or negligence, (2) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of HydroESS; (3) storage, installation, commissioning modification or repair of your HAP, or opening of the external casing of your HAP, that is performed by anyone other than HydroESS, or a HydroESS certified installer; (4) failure to operate or maintain your HAP in accordance with the Owner's Manual; (5) any attempt to modify your HAP, whether by physical means, programming or otherwise without the express written consent of HydroESS; or (6) removal and reinstallation of your HAP at a location other than the original installation location, without the express written consent of HydroESS. If any of these situations occur on the property where the battery is installed, HydroESS is automatically 100% relieved of all responsibility. HydroESS reserves the right to provide future technical support in the event of any of the above occurrences.

EXCLUSION FOR FAILURE TO CONNECT TO THE INTERNET OR FAILURE TO REGISTER YOUR HAP

In order to provide this limited warranty for the full ten-year warranty period, HydroESS requires the ability to update your HAP through remote firmware upgrades. The installation of these remote upgrades may interrupt the operation of your HAP for a short period. By installing your HAP and connecting to the internet, you consent to HydroESS updating your HAP through these remote upgrades from time to time, without further notice to you. If your HAP is not connected to the internet for an extended period, or has not been registered with HydroESS, we may not be able to honor your full ten Limited Warranty. We would prefer to avoid this, so will try to notify you if your HAP's Internet connection is interrupted for an extended period. It is difficult for us to contact you if you have not registered your HAP with us, so please register your HAP with HydroESS at the website identified below. Even if we can't honor your full ten Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least five years following the date your HAP was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HYDROESS AND, WHERE PERMITTED BY LAW, IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION. IN NO EVENT WILL HYDROESS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY.

To the extent any implied warranties are required under applicable law to apply to the products, such implied warranties shall be limited in duration to the Warranty Period, to the extent permitted by applicable law. Some regions do not allow limitations or exclusions on implied warranties or on the duration of an implied warranty or on the limitation or exclusion of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply. This Limited Warranty gives the owner specific legal rights, and the owner may have other rights that may vary from region to region. The grant of this Limited Warranty by HydroESS is conditioned upon agreement by the owner and any permitted Transferee to the terms, conditions, and requirements herein.

CLAIM PROCESS

In order to make a claim under this Limited Warranty, please contact the HydroESS certified installer who sold you your HAP. If you are unable to contact the HydroESS certified installer who sold your HAP, or if you purchased your HAP directly from HydroESS, you should contact HydroESS at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (1) proof of the original purchase of your HAP and any subsequent transfers of ownership, (2) a description of the alleged defect(s), and (3) your HAP's serial number and original installation date. Prior to returning any Product to HydroESS, you should obtain an RMA (Return Merchandise Authorization) number from HydroESS by submitting a Service Request form at the link indicated below.

- **HydroESS website for registering a Product or submitting a Service Request form:** <http://www.HydroESS.com/ESSwarranty>
- **HydroESS email:** Warranty@HydroESS.com
- **HydroESS phone number:**
United States: +1-650-227-9771
Puerto Rico: +1-787-230-7799
Dominican Republic: +1-809-237-4800
- **HydroESS Address:**
United States: 2035 sunset lake RD, Suite B2, Newark, Delaware, 19702
Puerto Rico: Royal industrial Park, building 6, Cataño, Puerto Rico, 00968
Dominican Republic: Calle Jacinto de los santos, Santo domingo este, República Dominicana, 11703

HydroESS expressly reserves the right to novate or assign its rights and obligations under this warranty agreement to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.