

Powerfree 12
Pand Powerfree 12
Quality Warranty Agreement

1 Scope of Application

1.1 This agreement is only applicable to the Powerfree 12 (referred to as the "product") provided by Shenzhen Pandpower Co., Ltd. (referred to as the "seller"), and does not apply to other accessories.

2 Obligations

2.1 The buyer shall use and maintain the product in accordance with the requirements of the product technical agreement and user manual.

2.2 The buyer shall abide by the instructions, care and maintenance requirements detailed in the user manual, and with any and all protective measures provided by the seller.

2.4 The product can only be used for the purposes of residential energy storage. The product can be used with approved virtual power plant/aggregation operators. Social Energy is an approved aggregator.

2.5 When using, storing, and maintaining the product, the buyer should abide by the following application environmental characteristics, otherwise the buyer will bear the related losses due to product fault or safety accident caused by use in a non-approved environment, noting that:

2.6.1 It is strictly prohibited to stack battery products directly on top of each other (battery systems must be installed on solid, level ground);

2.6.2 The installation location of battery products should be far away from heat sources and places prone to sparks;

2.6.3 The place where the battery product is installed must not have violent vibration sources and shall be protected from any potential source of collision or impact;

2.6.4 Battery products of different performances and different manufacturers cannot be connected together for use;

2.6.5 Battery products should avoid direct sunlight, and should not be placed in environments with a lot of radioactivity, infrared radiation, organic solvent gases and corrosive gases.

2.6.6 The requirements specified in other battery pack transportation, storage and installation manuals.

2.7 When using, storing, or maintaining the product, the buyer shall not disassemble or dispose of the product, other than the front panel of the battery module, including but not limited to unauthorized drilling and fluid injection, disassembly or reorganization of the cell, processing of battery modules and other actions that would damage the original process standards of the product or the structure of the cell, etc. If the buyer disassembles or disposes the product in an unauthorized manner or any manner other than the specified dismantling method, causing the product to be unusable or causing a safety accident, the buyer shall bear the responsibility and loss.

2.9 The buyer or end user shall ensure that the product is equipped with appropriate fire-fighting equipment during storage and use to ensure that the external fire source does not ignite or damage the product or the fire-fighting system is activated in time to ensure that the scope of loss is controlled within a single cluster.

2.10 If both parties involved in the relevant content of this agreement require the seller’s lawyer to intervene, the buyer shall unconditionally cooperate with the relevant work.

3 Quality Warranty

Shenzhen Pandpower Co. Ltd. warrants and represents that the Product retains at least 60% of Nominal/Total Energy for the either 10 years after the date of the initial installation (No more than 3 months, from the time the customer receives the goods) or for a minimum Energy Throughput as per the table below (whichever comes first) when the battery system is operated under a normal use followed by the specification and the manual provided by Shenzhen Pandpower Co. Ltd.

The term “Nominal /Total Energy” herein means the initially rated capacity of the Products as printed on the label of the Products. The precondition of the valid 10-year Performance Warranty shall be as follows:

- (i) The ambient temperature during the operation of the Products shall not fall below 0°C or exceed 50°C
- (ii) The energy throughput for 10 years is not less than values in table below:

Product Name	Nominal / Nominal Energy	Energy Throughput
Powerfree 12	12 kWh	31 MWh

Capacity measurement condition

- Ambient temperature: 25±3°C
- Initial battery temperature from BMS: 25±3°C
- Ambient humidity: 5~75% (no condensation water)
- Altitude: ≤1500m
- Charging/discharging method

Charging method: (0.2)CC/CV (CC: reduce the current to 0.05C with 0.2C constant current to 55.6V and continue charging until 58.4V it is fully charged;

CV: Constantly charged at 58.4V until fully charged)

Discharge: (0.2)CC (CC: Discharge at a current of 0.2C, and convert to a current of 0.05C or less when the total voltage is below 40.0V;)

- Current and voltage measurement at battery DC side
- DOD:90%

Note: In shutdown mode, the product cannot protect itself from self-discharge.

4 Fault Notification

4.1 If any product is found to have "faults" or any quality-related problems caused by the faults, the buyer shall notify the seller immediately within 24 hours. If the buyer delays the notification to the seller, resulting in missing the best time for product diagnosis or repair, the buyer shall be responsible for the quality of the product.

4.2 "buyer" shall provide the seller with the following information:

4.2.1 Proof of original purchase

4.2.2 Fault description and occurrence time

4.2.3 The serial number of the faulty product

4.2.4 Location and operating environment where the fault occurred

4.2.5 Information about product application scenarios and supporting system parameter

4.3 The seller shall immediately identify the fault notified by the buyer and carry out analysis and confirmation.

5 Diagnosis, Repair or Replacement

5.1 If the buyer encounters any problems or product faults when using the seller's products, they can seek support and assistance from the seller by telephone or email. After receiving the buyer's service demand, the seller (or our agent) will arrange technical service personnel to deal with it as soon as possible, and track the whole process of the service situation to efficiently solve the buyer's service request.

5.2 Before contacting the seller about any problem or fault, the buyer should be ready to provide details of the product model, product barcode, application scenario description, and supporting system parameter information on the battery product, so that the seller's service personnel can find out the product history file and better analyze and solve the problem.

5.3 In the process of accepting or using the product, if the buyer finds a product fault, they must send the product to the seller or send the relevant photos and videos to the seller within 7 days according to the instructions of the seller, so that the seller can determine the cause of the product fault and troubleshoot. The shipping cost of the delivered product would be borne by the buyer.

5.4 The seller only provides remote diagnosis and service or the buyer sends the product to the seller for diagnosis. The voltage acquisition judgment for batteries shall be subject to the data collected by multimeter.

5.5 If the product fault diagnosed by the seller is within the scope of the warranty, the seller shall finally decide (i) to repair the faulty product, or (ii) to replace the failed product or part with the same or similar product or part. The buyer fully understands and accepts the instability of the source of the cascade battery. If the product or its related parts have been discontinued and the seller cannot maintain it, the seller will not bear the relevant responsibility.

5.6 The warranty period for the repaired or replaced parts shall be the remainder of the warranty period for the original parts.

5.7 Unless otherwise expressly stipulated in the agreement, the seller's warranty covers costs directly related to the product only and the seller bears no liability for any further costs relating to products, parts, services or other indirect costs or damages.

- 5.8 Repair or replacement of faulty "products" is only allowed by professionals authorized by the seller.
- 5.9 If it is confirmed that it is not within the scope of the quality warranty or exceeding the quality warranty period, the seller will provide repair services and the buyer will be liable for these repair costs.
- 5.10 The seller shall provide a quotation for any paid services and get the confirmation of the quotation from the buyer before commencing any chargeable services/repairs. The Seller will return products once the repairs/maintenance has been completed. Any cost of transportation shall be borne by the buyer.

6 Disclaimer

This limited warranty does not apply to any defects or performance faults caused by any of the following reasons:

- 6.1 When the product are not manufactured by the seller.
- 6.2 When the buyer's "products" are transported, stored, installed or wired improperly, or in violation of the user manual, the "Battery Module Technical Agreement" or the "Customer Demand Questionnaire" provided by the buyer.
- 6.3 When the buyer disassembles, dismantles or modifies the product without prior consent of the seller.
- 6.4 When the products are affected by unusual physical or electrical stresses, such as power grid shock, inrush current, lightning, flood, fire, incidental damage, etc.
- 6.5 When the defect occurs or the scope of the defect expands due to improper repair of the product(s) carried out by technicians who are not approved by the Seller
- 6.6 When the product fails due to the willful misconduct or negligence of the buyer.
- 6.7 When the product fails due to the misuse, faulty use or negligent use of the product.
- 6.8 When the buyer violates Article 9 of this agreement.
- 6.9 When the products are used with incompatible (Not Matched) parts or other products.
- 6.10 When the products are used for purposes other than the agreed application.
- 6.11 After the quality warranty period expires, a claim is made against the product.
- 6.12 Where the buyer did not immediately notify the seller of the fault of the product and the scope of the fault has subsequently expanded.
- 6.13 When the product fails due to force majeure events (such as war, riot, civil war, natural disasters, etc.), the seller cannot be held responsible for.
- 6.14 When the products are externally damaged (including but not limited to scratches, dents, and slight damage to the port plastic, etc.), but its performance and function are not affected.
- 6.15 When the buyer violates the applicable laws or regulations of the country, region or local government while using the product.
- 6.16 When the products are installed or repaired by a non-certified installer.
- 6.17 Failure to use the product in accordance with the "Battery Module Technical Agreement" or the user manual has resulted in reduced product performance, shortened life or caused potential safety issues.
- 6.18 Use of the product under non-standard working conditions, resulting in reduced product performance,

shortened life or caused potential safety problems.

6.19 Insufficient module capacity as a result that the buyer's own BMS balancing strategy cannot alleviate the capacity inconsistency of each cell.

6.20 Normal wear and/or normal aging and life decay of the product.

6.21 Products whose identification has been removed or smeared.

6.22 Improper use, storage or handling by the buyer, including but not limited to:

6.22.1 Battery products are stacked directly;

6.22.2 The installation location of battery products is close to heat sources and places where sparks are easily generated;

6.22.3 The place where the battery product is installed has a strong source of vibration or impact;

6.22.4 Battery products of different performances and different manufacturers are connected together for use;

6.22.5 Battery products are exposed to direct sunlight or placed in environments with large amounts of radioactivity, infrared radiation, organic solvent gases, and corrosive gases.

6.22.6 When the battery module leaks electrolyte, continue to charge or discharge it.

6.22.7 When the battery module has been stored for a long time and has not been charged or discharged for more than one year.

6.22.8 When the voltage of any single battery exceeds its maximum and minimum limits, and where the module is still charging and discharging.

6.22.9 If the buyer or the end user's system is improperly designed or the supporting equipment (including the fire protection system, etc.) does not meet the requirements for the use of the product, the scope of losses will be expanded.

6.22.10 Other unproven product safety issues caused by battery internal causes.

6.23 If the buyer does not pay the seller for all or part of the product payment that has expired, the seller shall have the right to refuse to provide the buyer with warranty services.

7 Limitation of Liability

7.1 Within the limits of local laws and statutory regulations, the content contained in the warranty agreement is the only quality warranty clause provided by the seller for the product. The warranty method and warranty period contained in the essential warranty agreement will constitute the seller's full responsibility and obligation to the buyer regarding the quality of its products.

7.3 If the buyer places the product under the control of a third party other than the two parties, due to sale, gift or other reasons, the buyer should clearly inform the third party of the instructions that agreed in this

agreement as well as instructions that come with the product and other related content, including third party transport, storage and use of the product(s) as required. If the third party fails to transport, store and use the product in accordance with the requirements, and thus any accident or danger causes personal or property losses, the relevant losses shall be borne by the buyer or the third party. If a third party recourses to the seller for the aforementioned problems, the buyer must defend the seller to protect the seller from damage.

7.5 Seller is only responsible for the quality problems caused by the design defects of product provided, and any other circumstances are not covered by seller's safety security liability.

7.6 The precondition of the Seller's product liability is that the User must use the product strictly in accordance with the manufacturer's technical documents, operations manuals, etc.

7.7 For the faulty product replaced, any situation in the follow-up process is not within the scope of the seller's warranty responsibility and product liability.

7.8 The product liability guarantee period is limited to the product warranty period and only during the correct and effective use of the product.

8 Applicable Countries and Regions

This agreement only applies to the following countries and regions, and the seller is not responsible for any claims against this agreement made in and/or based on this event occurred in any countries or regions other than listed herein.

 Australia

9 Other

9.1 The product covered by this agreement shall not be used in radiation control areas, nuclear reactors, facilities related to nuclear safety, facilities for using nuclear energy and other related facilities, and facilities that may have direct contact with patients.

9.2 The product covered by this agreement shall not be relied upon for the provision or operation of life-support or life-saving equipment.

9.3 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

9.4 The products after parallel modification and connection according to AS/NZS 5139 are still within the scope of warranty.

10 Dispute and Resolution

10.1 The resolution of this agreement about conclusion, performance, interpretation, modification and dispute shall be governed by the laws of Hong Kong.

10.2 Any disputes arising from or related to this agreement shall first be resolved by friendly negotiation between the parties. If the negotiation fails, either party shall have the right to bring a lawsuit to the HK court .

10.3 This Warranty stipulates that if there is any conflict with other agreements and terms signed by both parties on the subject matter of this agreement, this agreement shall prevail.

Contact Details:

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