

LIMITED PRODUCT WARRANTY

This PHASEGREEN TECHNOLOGY INC limited warranty (the “Limited Warranty”) of 10 years starts on the earlier of:

- I. The term of this warranty begins on the Product(s) initial purchase date, or the date of receipt of the Product(s) by the end user, whichever is later. This must be indicated on the invoice, bill of sale from your installer.
- II. the installation date of the Product(s)

The PhG Limited Warranty covers defects in workmanship and materials for below-listed products (“Product(s)”) that (i) is in compliance with the installation instructions supplied with it; (ii) have been used and operated for its intended purpose in compliance with the Product’s manual supplied with the originally shipped system; and (iii) has not been moved from the original-installed end user location (“Limited Warranty”).

This Limited Warranty is not a guarantee of durability and does not include device availability. It covers the "Product(s)" below-

- Hybrid Inverter models PhG-P5K0LNA-M, PhG-P6K0LNA-M, PhG-P7K6LNA-M, PhG-P8K0LNA-M, PhG-P10K0LNA-M: 10 years
- Battery Pack PhG-BPACK5L-S, and Battery system models PHG-ESS-5L-S, -10L-S, -15L-S, -20L-S: 10 years
- PhG Energy Storage Systems PhG-ESS-5PhG8, PhG-ESS-10PhG8, PhG-ESS-15PhG8, PhG-ESS-20PhG8: 10 years
- Stick Logger Model LSW-5 and combiner box: 5 years

Compatibility Warning:

Using this product with unapproved accessories may cause safety hazards and void warranties.

Performance Assurance



PhG pledges that even after ten years of regular use, the Energy Retention¹ of your battery system will preserve $\geq 70\%$ of its original storage capability. PhG warrants that the Hybrid Inverter will maintain $\geq 90\%$ of its rated output power for 10 years under normal operating conditions (ambient temperature $\leq 40^{\circ}\text{C}$, altitude $< 2000\text{m}$).

Authorized Operational Modes

The warranty covers three primary usage configurations:

1. **Solar-Powered Daily Usage** – Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.
2. **Time-Based Control** – Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting
3. **Backup Power**– Storing energy generated by the grid or an onsite solar array, and using that stored energy solely for backup during grid outages.

Usage Parameters

When operating in any of the three approved modes listed above, your PhG battery system has unlimited charge and discharge cycles². Unlimited charge and discharge cycles for batteries apply only when used with PhG-certified inverters. Note: Unlimited cycles require opt-in to monthly automated data reporting. Failure to maintain reporting for ≥ 3 months converts coverage to 42MWh aggregate limit.

For any alternative applications or mixed usage patterns beyond those specified, PhG imposes an aggregate energy transfer limit of 42 MWh (measured at the battery AC output) across the entire warranty timeframe.

Warning: When Battery Pack(s) is (are) connected with other brand inverter, the warranty may not be guaranteed if the battery pack is deteriorated by the other brand inverter with the third-party's evidence.

¹ Expressed as a % of 15 kWh rated capacity.

² For standard use only.



The Limited Warranty only applies to the end user who purchased the Products from an authorized seller of PhaseGreen for use within the continent where PhaseGreen originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from the end user to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside their original country of installation. Also, any reinstallation must follow the installation procedures and guidelines accompanying the Products (collectively the “Documentation”).

Warranty Activation

If the end user discovers any defect in workmanship and materials within the applicable Warranty Period and wants to activate the Limited Warranty, then the end user must promptly after such discovery report the defect to PhaseGreen by sending an email to info@phasegreen.com. The email must include this information:

(i) a short description of the defect, (ii) the Product’s serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product. Note that the Product’s serial number must be legible and properly attached to the Product in order to be eligible for coverage.

After receiving notification from the end user PhaseGreen will determine whether or not the reported defect is eligible for coverage under the Limited Warranty. If PhaseGreen determines that the reported defect is not eligible for coverage under the Limited Warranty, PhaseGreen will notify the end user accordingly and will explain the reason why such coverage is not available. See Warranty Exclusions. If PhaseGreen determines that the reported defect is eligible for coverage under the Limited Warranty, PhaseGreen will notify the end user accordingly, and PhaseGreen may, at its sole discretion, take any of the following actions: Repair the Product at PhaseGreen’s facilities or on-site.; Or Issue a credit note for the defective Product in an amount up to its actual value at the time the end user notifies PhaseGreen of the defect, as determined by PhaseGreen, for use toward the purchase of a new Product;

Or provide the end user with replacement units for the Product. When replacement Products are sent, PhaseGreen generally sends them within 48 hours. PhaseGreen may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, will



continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

In any of the above, PhaseGreen will determine if the Product should be returned to PhaseGreen, and if PhaseGreen determines, the Return Merchandise Authorization (“RMA”) Procedure will be invoked. When the RMA Procedure is invoked by PhaseGreen, PhaseGreen will instruct the end user how to pack and ship the Product or part(s) to the designated location. PhaseGreen will bear the cost of such shipment, upon receipt of the Product or part(s), PhaseGreen will, at its expense and sole discretion, either repair or replace the Product or part(s). PhaseGreen will deliver the repaired or replaced Product or part(s) to the end user at the end user’s designated location in North America.

PhaseGreen will bear the cost of such shipment, including shipping and customs (where applicable), and the buyer will bear any applicable value added tax. PhaseGreen may elect to ship replacement Product(s) and/or part(s) prior to receipt of the Product and/or part(s) to be returned to PhaseGreen as per the above.

All costs, including, without limitation, labor, travel, and boarding costs of PhaseGreen service personnel or others that are incurred for labor relating to repairs, uninstalling, and reinstalling of Products on-site, as well as costs related to the end user’s employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by PhaseGreen, will be borne by the end user.

Warranty Exclusions

This Limited Warranty will not apply to a defect or fault to the extent to which one or more of these conditions arises:

1. Due to storage, handling, installation (or removal and/or reinstallation) or commissioning of the Product otherwise than in accordance with instructions provided by us, applicable safety regulations or without reasonable care including installation of a Product which is of an inappropriate size or type for the intended purpose; Inverter installation must comply with NEC 690.12 rapid shutdown requirements and maintain ≥ 30 cm clearance for ventilation

2. Due to operation, use or maintenance of the Product otherwise than in accordance with instructions provided by us or without reasonable care (including failure to maintain/ clean the Product in accordance with recommendations in User/Installation Manuals);
3. Due to accidental damage, theft or vandalism, or use of the Product for a purpose or in environmental conditions for which the Products were not designed for or sold, or use of the Products outside the specified or normal operating ranges for such Products;
4. As a result of changes which occur in the condition or operational performance of the Product due to climate or other environmental influence, foreign material contamination (e.g. dirt, smoke, salt, chemicals and other impurities), water entry, exposure to excessive heat or solvents or because of use of the Product with insufficient ventilation (in particular the maximum temperatures according to the User/Installation Manuals), exposure to strong vibrations, exposure to a strong magnetic field or damage as result of Force Majeure event;
5. From normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Product or where the damage is only to surface coating, varnish or enamel;
6. As a result of repairs, alterations or modifications to the Product which have been performed by a third party not authorized by us;
7. From the use of any spare parts not manufactured, sold or approved by us in connection with the repair or replacement of Product; or as a result of the interconnection of the Product with products of another manufacturer; or as a result of any other defective or malfunctioning parts in the system into which the Product has been installed;
 - (1) This warranty does not cover inverters connected to:
 - a) Non-PhG battery systems without prior written approval;
 - b) Solar arrays exceeding the inverter's maximum DC input voltage.
8. Where the nameplate or serial number of the Product is modified, altered or not readable;

9. If damage has occurred during transportation;

10. Other damages not affecting energy generation and which are of a visual nature (e.g. surface scratching).

11. This Warranty does not apply to damage caused by continued use of the Product(s) after it is known, or would have been known with regular servicing, it is defective.

Exclusion for Failure to Connect to the Internet or Failure to Register your Product

In order to provide this Limited Warranty for the full ten-year warranty period, PHG requires the ability to update your product through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your product for a short period. By installing your product and connecting it to the Internet, you consent to PHG updating your product through these remote upgrades from time to time, without further notice to you. If your product is not connected to the Internet for an extended period, or has not been registered with PHG, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten-year Limited Warranty. We would prefer to avoid this, so will try to contact you if your product's Internet connection is interrupted for an extended period. If you did not purchase your product directly from PHG or our affiliate, please register your product by email so we are able to contact you, if necessary. Even if we can't honor your full ten-year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your product was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

Warning: The Product(s) has no serviceable parts for the homeowner. Removing any panels at anytime could result in serious injury or death. Removing any panel will void the warranty.

THE LIMITED WARRANTIES SET OUT HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY END USER FROM PHASEGREEN, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF



MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by the end user that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as PhaseGreen is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected. Coverage under the Limited Warranty is subject to the end user complying with the foregoing notification requirements and cooperating with PhaseGreen's directions. PhaseGreen's sole obligation and the end user's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with PhaseGreen, the Limited Warranty and related provisions set out herein are subject to PhaseGreen's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Limitation on Use

YOUR PhG Product IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. PHASEGREEN DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR PhG Product. FURTHER, PHASEGREEN RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PhG Product USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF PHASEGREEN'S SERVICE OR REFUSAL TO SERVICE YOUR PHASEGREEN PRODUCT IN SUCH CIRCUMSTANCES.

Commercial applications (e.g., energy arbitrage, VPP participation) require prior written approval.

Governing Law This Limited Warranty shall be governed by the laws of the state where your PhaseGreen product is installed, except to the extent inconsistent with or pre-empted by federal

law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.