

# Samsung SDI Limited Warranty

Product Name: 3.6kwh All in One

## I. Product Warranty

1. Samsung SDI warrants that the Product will be free from defects in material and workmanship under normal use in accordance with the applicable Technical Specifications for the Product.
2. The warranty period shall be two (2) years from the Date of Installation<sup>1</sup> ("Product Warranty Period").
3. In the event that the Product should fail to conform to the Technical Specifications during the Product Warranty Period, Samsung SDI shall, at Samsung SDI's option: (i) repair the non-conforming or defective Product; or (ii) provide Buyer<sup>2</sup> with a replacement for the Product. Samsung SDI shall be responsible for all reasonable costs of repair or replacement in connection with such non-conforming or defective Product; provided that Buyer shall bear the costs of removing the defective Product(s) and (re) installation of the repaired or replaced Product.

## II. Performance Guarantee

1. In addition to the Product Warranty, Samsung SDI guarantees performance of the Product to be maintained at least sixty percent (65%) of initial battery's capacity, provided that the usage of the Product shall have complied with the Operating Conditions under specification for a period of ten (10) years after the Installation Date , whichever occurs earlier ("Performance Guarantee Period"). Also, Samsung SDI guarantees cycle life of 6,000cycles at room temperature 25 °C.
2. About Self Discharging Degradation, Samsung SDI guarantees 180days after ex-work.

## III. Limitation of Warranty

1. The warranties set forth hereunder shall not apply to Products which, in Samsung SDI's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to any installation, application, repair, service or removal by any party not authorized in writing by Samsung SDI); non-observance of Samsung SDI's installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of Samsung SDI; power failure surges, lightning, flood, fire,

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<sup>1</sup> "Date of Installation" To claim any warranty hereunder, Buyer must provide the date of installation. If Buyer is unable to submit any proof of the Date of Installation, Samsung SDI will calculate the Product Warranty Period from the manufacturing date which is written on the Product's label.

<sup>2</sup> "Buyer" means any individual or entity that directly purchases the Product from Samsung SDI.

accidental breakage or other events outside Samsung SDI's control. Further, no warranty shall apply to any damage caused by goods to which Samsung SDI's Products are incorporated or installed into, or used together with, including any parts thereof.

2. Buyer shall promptly (but in any event within five (5) days after obtaining notice or knowledge thereof) notify Samsung SDI of any defect or other nonconformity with any of equipment warranties identified by Buyer by delivering written notice to Samsung SDI of a warranty claim. Samsung SDI shall promptly notify Buyer of any defect or other nonconformity with any of the equipment warranties identified by Samsung SDI.
3. EXCEPT AS SPECIFIED ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY SAMSUNG SDI. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
4. IN NO EVENT WILL SAMSUNG SDI BE LIABLE FOR ANY COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAMSUNG SDI'S LIABILITY FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER TO SAMSUNG SDI FOR SUCH PRODUCT GIVING RISE TO THE LIABILITY.

#### IV. Obtaining of Warranty Service

A) The warranty provided hereunder is only applicable to the Buyer who has purchased Products directly from Samsung SDI or from the subsidiaries of Samsung SDI.

B) The return of any Products will not be accepted unless prior written authorization has been given by Samsung SDI. The written authorization should contain the Product's model name, a description of the defect and/or failure, and the serial number located on the Products label attached to the backside of the Products, and the Date of Installation.

C) In the event Samsung SDI has discontinued the manufacture of the Product in

issue at the time the related warranty claim is accepted by Samsung SDI. Samsung SDI may, at its sole option, replace it with a different type of Product (of mutually agreed size, color, shape and/or power) or refund the purchase price prorated by the days of the relevant Warranty Period remaining.

#### V. Contact

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