

# ELECTRIQ POWERPOD LIMITED WARRANTY

## PowerPod Battery Storage System

This limited warranty (hereinafter "Warranty") specified below applies to Electriq Power PowerPod and the Accessory Components (hereinafter "Products") supplied by Electriq Power, Inc. (hereinafter "EIQ or Seller") to End-user (hereinafter "Buyer") through Authorized Reseller.

### 1. Purpose

The primary purpose of this Warranty is to clearly define the matters related to warranty policy of Products.

### 2. Warranty Condition

#### 2-1. Warranty Period

The Performance Warranty for the Products is valid for 10 years after the date of invoice commencing from 3 months after a product arrives at the delivery point or starting from the day of the successful completion of the commissioning, whichever comes earlier. (the "Term of Performance Warranty").

#### 2-2. Limitation of Warranty scope

ELECTRIQ's liability under this Warranty shall be limited to replacement, repair, refund and compensation. Replaced or repaired Products shall be warranted for the remainder of the original Term of Performance Warranty. In any event, the replacement shall not justify the renewal of the Term of Performance Warranty.

#### 2-3. Exclusion of Warranty

Damage to the Products resulting from any of following activities is NOT covered by this Limited Warranty:

- Improper transportation, storage, installation or wiring by Buyer
- Modification, alteration, disassembly, repair or replacement by someone other than personnel certified by ELECTRIQ
- Noncompliance with ELECTRIQ's official installation manual
- External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)
- Use of an incompatible inverter, rectifier or PCS.
- System was never registered / commissioned through Electriq Power

#### 2-4. Warranty Claim

Buyer shall contact installer directly for any warranty claims in order to avoid additional problems in the products.

Note. Products are unavailable to protect itself from the self-discharge in condition of shut down mode.

**3. Performance Warranty (Standard)**

ELECTRIQ warrants and represents that the Product retains at least 50% of Nominal Energy for the either 10 years after the date of the initial installation with daily cycling and a 90% depth of discharge when the battery system is operated under a normal use followed by the specification and the manual provided by ELECTRIQ.

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

(i) The ambient temperature during the operation of the Products while charging shall not fall below 40°F (5C) or exceed 122°F (50C) and discharging not fall below 14°F (-10C) or exceed 122°F (50C).

(ii) The energy throughput for (10) years is less than values in table below:

Capacity measurement condition

- Ambient temperature: 77 ~ 86°F (25 ~ 30°C)
- Initial battery temperature from BMS: 77 ~ 86°F (25 ~ 30°C)
- Charging/discharging method
- Charge: (0.2)CC/CV
- Discharge: (0.2)CC
- Current at (0.2)C
- Current and voltage measurement at battery DC side

**4. Out of Warranty Policy**

Product damages which are not caused by seller, ELECTRIQ shall provide charged service, including all the expenses of such as material cost,

Product Name	Nominal Energy	Energy Throughput
Electriq PowerPod	11kWh	22.4MWh

labor cost, warehouse cost, transportation cost, customs duties, analysis cost, management cost, corporate profits, disposal expense(If necessary) and so on.

**5. About Service Products/Parts**

Service products/parts are able to be used as new or refurbished condition which performance is equal to or higher than defective Products and guaranteed by ELECTRIQ.

In the event the Products are not available in the market anymore, ELECTRIQ, at its option, may replace it with different kind of product with equivalent functions and performances or refund the remaining annually depreciated value of the purchase price of the Products during the Term of Performance Warranty as the Compensation Scheme below. The purchase price mentioned hereinabove means the list price actually paid by the Buyer for the purchase.

#### 6. Claim Payment Policy

Claims under this Warranty must be made by notifying the Authorized Reseller from whom the Product was purchased. For a Warranty Claim to be processed, it must include following items;

- (1) Proof of the original purchase
- (2) Description of the alleged defect(s) from authorized service center
- (3) The relevant Product's serial number and the initial installation date.

#### - Compensation Scheme -

Year	Percentage of Purchase Price	Month Start	Month End
1	100.00%	1	12
2	90.00%	13	24
3	80.00%	25	36
4	70.00%	37	48
5	60.00%	49	60
6	50.00%	61	72
7	40.00%	73	84
8	30.00%	85	96
9	20.00%	97	108
10	10.00%	109	120

No warranty of performance will be provided from the 121<sup>st</sup> month

#### 7. Applicable Countries

This Warranty is applicable only in the countries listed as below, and ELECTRIQ is not responsible for any claims against this Warranty made in and/or based on the event occurred in any countries other than listed herein.

: United States, Canada

ELECTRIQ  POWER

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**For more information**  
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