

# 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 the Product to be free from defects in materials and product workmanship under normal application, installation, use, and service conditions for a period ending ten (10) years from the date of Product purchase by the first Customer or an energy throughput of 7.56 MWh per battery module, whichever occurs first.

This warranty will apply only if the Product is registered within 60 days of the date of the first installation through ELECTRIQ's PowerTools App, which can be found on [electriqpower.com/resources](http://electriqpower.com/resources). Following registration, ELECTRIQ will verify the serial number was purchased through ELECTRIQ POWER. Any subsequent sale of the real property at which the Product is first installed shall not affect the warranty term. If the Product fails to conform to this warranty, as determined by ELECTRIQ in its sole and absolute discretion.

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 10-year 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:

The capacity measurement conditions are as follows:

- Ambient temperature: 77 ~ 86°F (25 ~ 30°C)
- Initial battery temperature from BMS: 77 ~ 86°F (25 ~ 30°C)
- Charging/discharging method
- Charge: (0.25) CC/CV
- Discharge: (0.5) CC
- Current at (0.5)C: 25A

### 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, 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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