

# PowerPod 2

## Limited Warranty

The following terms and conditions control Electriq Power, Inc.'s ("**Electriq**") Limited Warranty for manufacturing defects and energy capacity (the "**Warranty**") that accompanies the PowerPod 2 Energy Storage System ("**PowerPod 2**"). THIS LIMITED WARRANTY CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

### Limited Warranty: Ten Year Manufacturer's Defect Coverage

Electriq warrants that the PowerPod 2 will be free from manufacturing defects, and be able to operate according to manufacturer's specifications in its intended capacity as an integrated Energy Storage System ("ESS"), including the ability to manage, store and output electricity, for ten years following the earlier of 1) its initial installation date, or 2) four (4) months following shipment by Electriq. This warranty specifically covers the following components shipped with the PowerPod 2:

- Battery Enclosure and Packs (includes models: LBS102100A, LBS153100A, LBS205100A)
- Inverter (includes models: GW7600A-ES, GW7600 A-BP)
- PowerHub (includes model: PowerHub 2)

### Limited Warranty: Ten Year Energy Capacity Coverage

Electriq warrants that the PowerPod 2's energy capacity (as measured at the DC terminals) will: 1) be at least 2.56kWh/pack at the time the Warranty begins (the "**Initial Capacity**"); and 2) remain at least 70% of the Initial Capacity during the first 10 years of operations, or until the PowerPod 2 reaches an aggregated throughput of 7.5 MWh/pack, whichever occurs first.

Both the Manufacturer's Defect and Energy Capacity limited warranties are intended to provide you confidence in the ESS. However, this Warranty, and any claims made against it, depend on the terms and conditions contained in the Warranty being followed. Failure to follow these terms and conditions may result in additional limits on, or the complete voiding of, the coverages this Warranty is intended to provide. Other general and express limits on the Warranty are detailed below. Read this Warranty carefully to ensure your Warranty is maintained.

### Remedies:

To make a claim under this Warranty, follow the procedure set forth in the "Claims Process" section, below. If Electriq determines the Warranty applies, we will, in our sole discretion, either 1) replace the part or parts causing the Warranty claim, or replace the entire ESS with a new or refurbished ESS, including shipping but excluding installation, sufficient to return the ESS to a status at least equal to its state prior to the cause of the Warranty claim being made (but not "as new"), or 2) replace your PowerPod 2 with an equivalent or improved product (new or refurbished) if PowerPod 2 parts or replacements is not available at the time of the claim. This is your sole and exclusive remedy for breach of this Warranty.

The remainder of the original Warranty period will apply to the repaired or replacement product.

### Terms and Conditions:

For the purposes of maintaining this Warranty certain terms and conditions apply. Failure to comply with these terms and conditions may, in Electriq's sole determination, void or limit your rights under this Warranty.

- **Installation** must be by an appropriately licensed installer who is also appropriately certified and trained by Electriq to install the PowerPod 2. The installation must follow the manual, conform to all local, state and other applicable building and safety codes, be completed with a permit issued by the local authority having jurisdiction, and be successfully commissioned. For a list of certified installers contact us.

Temperature and Environment. Although the ESS is designed to be rugged, it contains electronics, chemistries, and other components that must be maintained within their certified limits. The ESS may be installed inside or outside but:

- Ambient temperature above 122F/50C and below 32F/0C may damage the ESS and void this Warranty. Prolonged exposure to direct sunlight (E.G. an unshaded south facing wall) may cause internal temperature damage to the ESS and may void the warranty.
- Marine conditions (salty air or condensing humidity) may cause corrosion or short circuits and shall void the Warranty.
- Installation above 6,562 feet or 2000 meters may void this Warranty.
- **Data Connection:** Your ESS requires an internet connection to properly operate. This connection is required for: 1) safety, diagnostic and data reporting to Electriq about the state of the ESS; 2) over-the-air software updates to keep your ESS operating in its best capacity; and 3) for normal management and operations of your ESS. If your ESS fails to connect to the internet for a period of longer than 90 days, such lack of a connection may limit the Warranty. A lack of data connection for more than four years will void the Warranty. If you believe your ESS will be without an internet connection for more than one month, contact us.
- **Operations:** The PowerPod 2 can be operated in several modes that manage when, and how much, energy is consumed or discharged from and to the grid. Modifications to these modes other than through the Electriq-provided software will void this Warranty, as well as indicate potential IP violations. Operations must comply with local and state rules and regulations. Operations outside these limits, be they civil or criminal, shall void the Warranty.

Initial Location. The Warranty applies to the PowerPod 2 where it was initially installed and commissioned. If it is moved from its initial installation location without prior authorization by Electriq, the Warranty shall be voided.

- **Personal/Domestic Use.** The PowerPod 2 is intended for "personal/domestic use", meaning typical energy consumption associated with day-to-day activity and ordinary electrical use in a home, as served by a utility via a "domestic tariff". If you believe your use at your home may be for a more dedicated business purpose, or your utility provides you power under a "commercial tariff," contact us for further clarification. Use of the PowerPod 2 for other than personal/domestic use shall void this Warranty.
- **Abuse, Misuse, or Modification.** If Electriq identifies abuse or misuse that is the basis for the claim, the Warranty may be limited or voided. Further, material modifications to the software or equipment, including alterations to the cases, cables, or mounting equipment, even if cosmetic, shall be a basis for voiding or reducing coverages provided in the Warranty.
- **Registration.** Your PowerPod 2 should have been registered with Electriq at the time it was commissioned. Failure to register the PowerPod 2, even if through no fault of your own, voids this Warranty. Access to Electriq's "dashboard" or other software used to monitor and operate the PowerPod 2 indicates successful registration. If at any time you would like to verify the registration of the PowerPod 2 with Electriq you shall do so by logging into your dashboard.
- **Theft or Loss.** No claim may be made under a basis of theft or other criminal loss.

## **THE FOLLOWING ARE EXCLUDED AND NOT COVERED UNDER THE WARRANTY:**

1. Force Majeure events, including earthquakes, fires, flood, lighting or utility related power-surges, breakdowns, fluctuations, or interruptions in electric power or the telecommunications network, or other events over which Electriq has no control;
2. Normal wear and tear or cosmetic deterioration;
3. Superficial or non-structural defects that do not impact the performance of the PowerPod 2;
4. Claims caused by or related to minor vibrations or noise associated with the normal operations of the PowerPod 2;
5. Claims made after the Warranty has expired;
6. Shipping damage or damage caused by mishandling by the freight carrier;
7. Equipment, materials, supplies or components which are separate from the PowerPod 2, whether or not supplied by Electriq (unless specifically listed herein);
8. Abuse, misuse, modifications, alterations, tampering, or improper maintenance of the PowerPod 2;
9. Claims due to handling, storage, installation, testing, or use not in accordance with the PowerPod 2 user's guide;
10. Consumable parts;
11. Any claim arising out of improper installation or repairs of the PowerPod 2.

## **OTHER LIMITATIONS AND DISCLAIMERS:**

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERPOD 2. ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, PATENT WARRANTIES, AND ANY WARRANTIES AGAINST LATENT OR HIDDEN DEFECTS) ARE EXPRESSLY DISCLAIMED. IF SUCH WARRANTIES CANNOT BE DISCLAIMED, ELECTRIQ LIMITS THE DURATION OF AND REMEDIES FOR SUCH WARRANTIES TO THE DURATIONS AND REMEDIES DESCRIBED IN THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE. FOR EXAMPLE, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, MEANING THE LIMITATIONS IN THE "LIMITATIONS AND DISCLAIMER" SECTION ABOVE MAY NOT APPLY TO YOU. THE TERMS OF THIS LIMITED WARRANTY WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR JURISDICTION.

THE POWERPOD 2 IS NOT INTENDED TO BE USED AS A LIFE-SAVING DEVICE. ELECTRIQ DISCLAIMS ANY LIABILITY FOR LOSS, INCLUDING BODILY INJURY OR PROPERTY DAMAGE, ARISING OUT OF SUCH USE.

## **LIMITATION OF REMEDIES**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL ELECTRIQ BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE POWERPOD 2. ELECTRIQ'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY OR THE POWERPOD 2 WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE POWERPOD 2 BY THE ORIGINAL PURCHASER.

## **Who Can Make a Claim**

Limited Warranty claims can be made by or on behalf of the end user who initially had the PowerPod 2 installed. Claims may also be made by subsequent owners who can show title to the PowerPod 2.

## Claims Process

To make a claim under this Warranty, read the following steps and provide the required information to support@electricpower.com.

To expedite your claim be prepared to provide:

- A description of the problem you are experiencing and when you first noticed it;
- Pictures of the installation and any other data you have about the PowerPod 2;
- Your contact information including preferred phone and email; your address and your utility; proof of transfer of ownership if you were not the initial owner; and
- The contract for the installation.

Once a claim is submitted Electricq will process it within seven business days and reply with a determination of coverage. Electricq will either approve, deny or request additional information about your claim.

- If your claim is denied: Electricq will provide the basis for this decision and you may submit additional information for the claim to be reconsidered.
- If your claim is approved: Electricq will instruct you on next steps which may include selecting and / or scheduling a visit from an authorized installer or technical resource.
- If more information is requested: If more information is requested to process your claim, you will be contacted to arrange for its provision.

In some cases your claim may require us, or our representative, to visit the installation. Failure to provide commercially reasonable access to your site may result in the claim being denied or this Warranty being voided. Every reasonable effort will be made to schedule a visit to minimize impact on the use or enjoyment of the home or disruption to your electricity supply.

## Agreement to Arbitrate

Read this provision carefully. In the event of a concern or dispute between us, contact Electricq at support@electricpower.com describing the nature of the dispute and the relief sought. If it is not resolved within 90 days, you agree that any dispute arising out of or relating to any aspect of the relationship between us will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA).

This includes claims arising before this Warranty, such as claims related to statements about our products, as well as claims arising after the Warranty has expired. Alternatively, you may opt out of arbitration as further described below. The AAA Consumer Arbitration Rules will apply. We will pay all AAA fees for any arbitration, but, if we prevail in the arbitration, we may seek arbitration costs from you. The arbitration will be held in a location most convenient to your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between us on an individual basis, and for no other parties. The arbitrator cannot award relief for anyone who is not a party and may not consolidate claims. In other words, you may bring claims against Electricq only in your individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any of this section's limitations cannot be enforced as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

If you prefer, you may instead take your individual dispute to small claims court. You may opt out within 30 days after accepting the terms of this Limited Warranty by sending a letter to Electriq Power Inc. via email [support@electriqpower.com](mailto:support@electriqpower.com).

**Right To Modify:**

Electriq reserves the right to modify this Warranty, from time to time and on a case by case basis, without any liability or obligation to other warranty holders.

