

Usage and environmental conditions for the 15-year capacity warranty for Murata battery module "IJ1001M" and "IJ1101M"

- 1. Murata grants Elektro-Mechanik Meisl GmbH as the direct purchaser (distribution channel/"Distributor") of Murata battery module "IJ1001M" and "IJ1101M" (hereinafter referred to as the Products) for use as the battery system of a storage system a fair-value refund warranty of fifteen (15) years or five thousand four hundred and seventy-five (5475) cycles (hereinafter referred to as the Warranty) covering repair or replacement in cases as described under section 3 below.
- 2. In case of a Warranty Claim, the value of the affected Products will be replaced in compliance with the conditions listed below. The current value of the Products affected by this Warranty is generally replaced through the delivery of one or more replacement Products or through repair of the Products. The Warranty begins with the purchase of the Products by the Distributor and ends fifteen (15) years after the invoice date ("Warranty Period"), or after 5475 cycles (one cycle is defined as the energy throughput that discharge from SOC 100% to 0% and charge from SOC 0% to 100%).

In order to determine the start date of the Warranty, the Distributor must keep the original sales invoice for the entire Warranty Period and must present this to MURATA on request. The unexpired portion of the Warranty Period will apply to the replaced or repaired Products. Replacement or repair of Products under the terms of the Warranty does not provide the right to a renewal of the Warranty Period.

3. A claim under the Warranty exists in the event that the maximum recoverable capacity of the Product falls below 60% of the rated capacity within 15 years after the invoice date. The Distributor may claim on the Warranty only by contacting an authorised MURATA Service Centre ("Service Centre").

The Service Centre will assess the maximum recoverable capacity, and in case of a capacity below aforementioned 60% of the rated capacity within 15 years or within 5475 cycles, MURATA will provide a refund based on the following fair-value calculation:

fair-value = (remaining warranty months / 180 months) x original sales price.

Statutory warranty rights (generally 2 years from the invoice date applicable to the Products) remain unaffected by this Warranty.



- 4. The Warranty relates exclusively to the current replacement value of the Products. Costs incurred for the assessment of the Warranty claim (service use, capacity testing) are covered by this Warranty only in case of a confirmed Warranty claim. Costs incurred for the implementation of the Warranty claim (removal and installation costs, transport costs etc.) are not covered by this Warranty.
- 6. The Distributor of the Product cannot claim under this Warranty if:
  - a. the Products are used with non-MURATA-approved inverters.
  - b. the Products are exposed to direct sunlight, wind, rain, dust, salt content, corrosive gas, vibration or shock, heat from heat-generating equipment or draught air such as in a garage;
  - c. the Products are moved from their original installation location;
  - d. the Products are not stored, installed, commissioned, charged, operated and maintained in accordance with MURATA technical instructions as per operation manual;
  - e. the Products are not constantly maintained within a specified temperature range (see table below). MURATA checks the temperature of the energy-storage module and is able to determine whether the required temperature has been maintained throughout the entire service life;

| Cell temperature range | Sojourn percentage |
|------------------------|--------------------|
| 0°C ≧ T > - 10°C       | ≦0.2%              |
| 35°C≧T> 0°C            | ≧84.8%             |
| 45°C≧T> 35°C           | ≦5%                |
| 55°C≧T> 45°C           | ≦5%                |
| 60°C≧T> 55°C           | ≦5%                |

f. the Warranty claim is not submitted immediately and no later than 14 days after the occurrence of abnormalities that may lead to a Warranty claim as defined above, in writing to the following email address: <u>es-warranty-europe@murata.com</u>.

In addition, the Distributor must—following prior consultation—ensure that MURATA representatives have access to the Products during usual business hours for the purpose of inspection in order to fulfil the Warranty claim.



Furthermore, the Distributor must retain the maintenance instructions, which are part of the technical instructions that accompany the Products, and allow MURATA to review these documents in the event of a Warranty claim.

- 7. This Warranty does not apply to Products that:
  - a. have been modified;
  - b. have been physically damaged;
  - c. have been improperly, negligently or inappropriately handled in any other manner;
  - d. are damaged with regard to their functionality due to external influences for which MURATA is not responsible, such as a natural disaster, including floods and storms (force majeure);
  - e. have been charged or discharged at a rate out of the specifications;
  - f. have been charged with current over 0.3C, when the ambient temperature is between 0 and 10degrees Celsius;
  - g. have been charged with current over 0.1C, when the ambient temperature is between

-10°C and 0°C.

Murata Electronics Europe B.V. Hoofddorp, date \_\_\_21/16 | 2019

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(President)

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