



# CE+T America: Terms and Conditions & Limited Warranty

This CE+T Limited Warranty (this “**Warranty**”) for Stabiliti™ 30kW battery converters and grid resilient 30kW power conversion systems manufactured by CE+T (“**Product(s)**”) is made by CE+T Inc., a Delaware corporation with offices located at 4120 Freidrich Lane, Suite 100, Austin, TX 78744 (“**CE+T**”).

This Warranty extends to the original purchaser of a Product (“**Buyer**”) and to the transferee of a Product (“**End-User**”) and each of Buyer and End-User, a “**Warrantee**”) from an authorized distributor of CE+T (“**Distributor**”) and will become effective on the Effective Date (defined below) and remain in force for a period of ten (10) years (“**Warranty Period**”). The “**Effective Date**” shall occur with respect to a **Product(s)** on the date when title of such **Product(s)** passes to Warrantee (as demonstrated by proof of sale from a Distributor where Warrantee is an End-User); provided, however, in no event shall the Effective Date be postponed more than one (1) year after shipment of a **Product(s)** from CE+T to a Buyer and then only if purchased through a Distributor. For the avoidance of doubt, for purposes of this Warranty, a “Distributor” shall be considered a “Buyer.”

## 1. Product Warranty

Subject to the terms and conditions herein, CE+T warrants that during the Warranty Period, **Product(s)** will (i) be free from material defects in materials and workmanship, and (ii) meet CE+T’s specifications in effect at the time such Product was made (each, a “**Standard**”).

As Warrantee’s sole and exclusive remedy, and CE+T’s entire liability, for any **Product(s)** that does not conform in all material respects to the Standards (such product, a “**Defective Product**”), CE+T shall, at its sole option and expense (i) repair such Defective **Product(s)** with new and/or reconditioned parts, (ii) replace such Defective **Product(s)** with new and/or reconditioned **Product(s)** having specifications equal to or better than those in effect at the time the **Defective Product** was made, or (iii) refund the purchase price of the **Defective Product**, as determined by CE+T.

This Warranty gives the Warrantee specific legal rights, and the Warrantee may also have other rights which vary from state to state or jurisdiction to jurisdiction.

## 2. Warranty Conditions and Exclusions

The warranties provided in Section 1 are conditioned on the following (each, a “**Warranty Condition**”): (i) the installation, use, operation and maintenance (including with respect to frequency of maintenance) of a **Product(s)** in accordance with the CE+T Installation and Operations’ Manual (as may be amended, restated or otherwise revised from time to time) and any other operating or other manuals relating to such **Product(s)** that CE+T may provide to Warrantee from time to time with explicit acknowledgment by Buyer that all **Product(s)** require periodic maintenance, as outlined in the **Product(s)** Installation and Operations’ Manual, and it is the responsibility of the Buyer to perform regular maintenance. Failure to properly maintain the **Product(s)** and perform regular maintenance may void the Warranty, (ii) Warrantee making a Claim (defined below) during the Warranty Period, (iii) CE+T receiving payment in full for the Product, (iv) if applicable, Warrantee’s complete performance and compliance with the representations and warranties in Section 5, and (v) no person making any effort to disassemble, modify, or change the **Product(s)** or any portion thereof.

In no event shall this Warranty cover any defect, loss, damage, failure or other nonconformity of a **Product(s)** (“**Excluded Defect**”)

that are directly or indirectly caused by or arise out of any of the following:

- Failure to commission the **Product(s)** within 12 months from the date of the CE+T Energy Solutions commercial invoice, or if the **Product(s)** has been commissioned, and thereafter shut down or depowered for a period in excess of 12 months;
- Failure to install a secure ethernet network connection to each **Product(s)** installed at the site;
- Alterations or modifications to a **Product(s)** including repairs other than by CE+T or its authorized contractors including, but not limited to, breakage of a **Product’s** seal without prior CE+T written consent;
- Warrantee’s or any third-party’s equipment, including, without limitation, components of any system a **Product(s)** is integrated into by Warrantee;



- Improper or non-standard installation or operation; including penetrations to the **Product(s)** enclosure other than the bottom wiring bracket, where all wiring conduit must be correctly installed;
- Insufficient ventilation of the **Product(s)** and any consequential thermal damages
- Corrosion due to exposure to aggressive atmospheres or environmental conditions outside the scope of design
- Failure to observe the applicable safety regulations (UL, CSA, VDE, IEC, etc.)
- Use or operation with defective electrical and/or mechanical equipment
- A force majeure occurrence, including, without limitation, lightning, overvoltage, severe weather, fire, earthquakes and floods, pest damage, or the influence of foreign objects;
- Improper handling during transportation or storage or damage during shipping;
- Failures and/or faults in relation with any third-party accessories;
- Damage or failure caused by negligence, an accident, an object striking the unit, fire, theft, vandalism, contamination, freezing, unapproved installation, modifying or altering the unit, or external influences such as, but not limited to, environmental exposure, abnormal grid power quality, and/or any other misuse;
- This warranty only applies to defects in workmanship and materials which does not include claims involving regulatory compliance. To make sure Your **Product(s)** meets the applicable regulatory requirements which are in place at the time of purchase, please see the applicable **Product** Manuals and/or Your sales contract.

The items below are expressly not covered by this CE+T Limited Factory Warranty:

- All items not originally sold by CE+T including, but not limited to, installed cables, controllers, (rechargeable) batteries, Current Transformers (CT), Voltage Transformers (VT), and communications devices;
- Consumables and parts subject to regular wear and tear including, but not limited to, varistors, surge arresters, string fuses, ESS handles, filters, rechargeable batteries, or overvoltage protection devices;
- Cosmetic or finish defects which do not directly influence energy production, or degrade form, fit, function;
- The warranty does not cover travel and accommodation costs as well as onsite assembly, installation, or maintenance costs related to repair or replacement of the **Product(s)**;
- Changes to the existing PV system, the building installation and the like, or any expenditure of time and the costs resulting from this are not covered by the warranty;
- Compensation for damages related to loss of power production or business operation or any expenses incurred by customer towards repair, removal and/or replacement of the **Product(s)** (including but not limited to labor, transportation, temporary power);
- Damages arising because the use of the **Product(s)** for the intended purpose is no longer possible or only possible with restrictions as a result of amendments to the statutory provisions applicable to the operation of the **Product(s)** made after the delivery of the **Product(s)**;
- Uninstallation of the **Product(s)** and reinstallation of the **Product(s)** in a different location or in a different use case from its original commissioning site and use case.

### 3. Warranty Claim Process

During the Warranty Period (and at no other time), Warrantee may make a claim ("**Claim**") under this Warranty if it believes a Product it purchased is a Defective Product by contacting CE+T directly at [support@CET-Power.com](mailto:support@CET-Power.com) or (512) 697-3941 and providing the following information:

- Product model number and serial number;
- Description of the Product failure;
- Proof of purchase; and
- Current location of the Product.

Upon receipt and acceptance by CE+T of a Claim, CE+T will elect, at its sole option, to inspect, repair and/or replace, as applicable, the **Product(s)** relating to such Claim at (i) CE+T's facilities or another service location of CE+T's choosing or (ii) such **Product's** then current location ("**Field Service**", and collectively, "**Warranty Services**"), and shall notify Warrantee of its election.



## 4. Claim Acceptance; Responsibility for Expenses

a) If CE+T determines the **Product(s)** does not conform in all material respects to the Standards, and the Claim is not otherwise excluded from this Warranty, such Claim shall be deemed “accepted” and CE+T shall remedy such Claim pursuant to Section 1.

b) Notwithstanding anything to the contrary contained herein, in CE+T’s Terms and Conditions of Sale for Power Conversion **Product(s)** entered into by CE+T and Warrantee (“**Sales Terms**”), if any, or in Warrantee’s Product purchase order (“**Purchase Order**”), if CE+T determines, in its professional opinion, that, with respect to a **Product(s)** that is the subject of a Claim, (i) such **Product(s)** conforms in all material respects to the Standards, (ii) any Warranty Condition has not been met, or (iii) the claimed defect is an Excluded Defect, the claim shall be deemed “not covered” and CE+T shall provide a written repair quote, which must be accepted by Warrantee prior to commencement of repair. Warrantee will be invoiced for authorized repairs, alteration or services performed on such Product upon return shipment.

The below table sets forth the expenses to be borne by each party in the event a Claim is (i) “accepted” pursuant to Section 4(a), or (ii) “not covered” pursuant to Section 4(b).

| Item   | Party Responsible |  |
|--|-------------------|--|
|  |                   |  |
| Removal and re-installation of Product           |                   | Warrantee  |
| Repair labor                                     |                   | Warrantee, at CE+T’s standard rates,<br>\$2,000 minimum charge |
| Spare parts and materials                        |                   | Warrantee  |
| Travel expenses and per diem                     |                   | Warrantee  |
| Troubleshooting / Cause determination on Product |                   | Warrantee  |
| Shipping   |                   | Warrantee  |
| Administration service processing fees           |                   | Warrantee  |



## 5. Field Service Representations and Warranties

Warrantee represents and warrants that during CE+T's performance of Field Service, it will provide, or cause to be provided:

- a. Full, barrier-free access to the subject Product;
- b. All resources necessary to inspect, repair or replace, as applicable, the subject **Product(s)**, including safety or lifting equipment, upon CE+T's request; and
- c. Authorization for CE+T to enter any premises where the subject Product is located.

## 6. Assignment and Subcontracting

This Warranty is personal to Warrantee and may not be assigned or otherwise transferred (except from a Distributor to an End- User), in whole or in part, without CE+T's prior written consent, such consent to be granted or withheld in CE+T's sole discretion. CE+T may, in its sole discretion, subcontract the performance of any Warranty Services to any third-party; provided (i) such third- party is, in CE+T's professional opinion, qualified to perform such Warranty Services and (ii) CE+T shall remain responsible for performance of any such Warranty Services by its subcontractors. For purposes of Sections 3 and 5, the term "CE+T" shall mean "CE+T or its authorized contractor."

## 7. Disclaimer and Limitation of Liability; Waiver of Consumer Rights

THE LIMITED WARRANTY DESCRIBED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY CE+T, WHERE PERMITTED BY LAW, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO WARRANTEE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CE+T EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, NO IMPLIED WARRANTY SHALL APPLY TO ANY PRODUCT AFTER THE EXPIRATION OR TERMINATION OF THE WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE WARRANTEE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CE+T'S AGGREGATE MONETARY LIABILITY TO WARRANTEE AND ANY THIRD- PARTY FOR ANY REASON AND FOR ALL CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO CE+T FOR THE PRODUCT COVERED BY THIS WARRANTY. UNDER NO CIRCUMSTANCES SHALL CE+T BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES HOWEVER CAUSED, EVEN IF CE+T HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE WARRANTEE.

**WARRANTEE HEREBY WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF WARRANTEE'S OWN SELECTION, WARRANTEE HEREBY VOLUNTARILY CONSENTS TO THIS WAIVER.**



## 8. Dispute Resolution

a) Informal Resolution. CE+T and Warrantee shall attempt in good faith to resolve any dispute, controversy or claim arising out of or relating to this Warranty, or the breach, termination, or invalidity thereof (each, a “*Dispute*”) by negotiation and consultation between themselves.

b) Arbitration. If any Dispute remains unresolved after ten (10) days of informal resolution attempts, promptly upon written request from either CE+T or Warrantee to the other, such Dispute originating in the United States of America shall be submitted for arbitration to be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and such Dispute originating outside of the United States of America shall be submitted for arbitration to be administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The arbitration proceedings shall be conducted before a panel of three neutral arbitrators, all of whom shall be members of the bar of the state of Texas. The arbitration, including the rendering of the award, shall take place in Austin, Texas. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The language to be used in the arbitration shall be English. Except as may be required by law or to enforce the award, none of CE+T, Warrantee or any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties to the arbitration proceeding.

c) Exclusive Remedy. The procedures set forth in this Section shall be the exclusive remedy and mechanism for resolving any Dispute that may arise from time to time. Warrantee must seek resolution of any Dispute utilizing the mechanisms and procedures in this Section prior to pursuing any legal remedy in the courts. For the avoidance of doubt, Warrantee may not seek relief for any Dispute against CE+T in any court under the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act (15 U.S.C. §§ 2301-2312), or any other laws or regulations, prior to fully exhausting its rights and remedies under this Section.

d) Survival. The terms of this Section shall survive any termination or expiration of this Warranty.

## 9. Payment Terms

If Warrantee owes CE+T any amounts under this Warranty, payment terms shall be net thirty (30) days after the date of CE+T’s invoice. Payments made after the due date are subject to a 1.5% per month late payment services charge or, if less, the maximum rate allowed by law.

## 10. Interpretation

To the extent a Product that is subject to this Warranty is also subject to Sales Terms, this Warranty is provided in conjunction with such Sales Terms. To the extent there is any inconsistency between this Warranty and any applicable Sales Terms, such Sales Terms order shall control if, and only if, such Sales Terms expressly reference this Warranty, and that the Sales Terms shall control.

