



Nilar Limited Ten (10) Year Product Warranty

1. Preface

The primary purpose of this document is to clearly define the conditions related to the Limited Product Warranty of the Applicable Products.

2. Applicable products

The **NILAR Limited Product Warranty** (hereinafter “Warranty”) specified within this document applies to the Nilar ReOx battery with the Integrated Monitoring Unit (IMU), included in the articles below (hereinafter “Applicable Product”) supplied by Nilar to the Customer. Accessory Components shall mean all additional products supplied by Nilar such as, but not limited to, cables, switchgear, circuit boards. The Accessory Components are not included in this Warranty. This Warranty is only valid when the Applicable Product is used in conjunction with a Nilar battery management system (hereinafter "BMS") and required system components, as specified in the Instruction Manual.

• *Table 1: Product name and article number of the Applicable Product.*

Article no.	Product name
20010001	RE-576-5.76kWh
20010002	RE-288-2.88kWh
20010003	RE-240-2.40kWh
20010004	RE-480-4.80kWh
20010005	RE-600-6.00kWh

Warranty conditions

2.1. Warranty period

The Warranty is effective upon the date of the initial (first) installation date, or three months after delivery from Nilar, whichever occurs first, and shall remain in effect for ten (10) years, or for the duration of the guaranteed energy throughput (as set out in Table 2 under clause 3), whichever comes first (hereinafter the "Warranty Period"). It is the responsibility of the Customer to make data available regarding Warranty Period and energy throughput to Nilar, in accordance with the terms of the Agreement, including these Warranty conditions, and/or instructions issued by Nilar from time to time. The Customer's failure to make valid data available to Nilar will result in immediate and automatic termination of this Warranty.

2.2. Limitation of remedies

Nilar's liability under this Warranty is limited to replacement, repair, refund and compensation. Replaced or repaired Applicable Products shall be warranted for the remainder of the original Warranty Period. In no event shall replacement or repair of any Applicable Product renew the Warranty Period.

2.3. Internet connection and firmware upgrades

In order to provide this Warranty for the full Warranty Period, Nilar requires the Applicable Product to be connected to the Internet via the BMS. If the Applicable Product is not connected to the internet during extended periods of time Nilar will, at our own discretion, try to contact you or the person responsible for operation of the Applicable Product (hereinafter the "End-user"). Nilar will, from time to time, release firmware upgrades which are to be installed as soon as possible during the lifetime of the Applicable Product. Failure to install firmware upgrades in the agreed upon time will terminate this Warranty.

2.4. End-user data collection and utilization

In order to provide this Warranty for the full Warranty Period, Nilar requires contact information to the End-user to be available. Nilar is also granted the right to utilize operational data for analyses related to this Warranty, general support and product improvements.

2.5. End-user registration

In order to provide this Warranty for the full Warranty Period, Nilar requires contact information to the End-user to be registered with the Applicable Product. The contact information shall include the official Nilar serial number as found on the Applicable Product. The Customer is responsible for providing this information, either through the registration form www.nilar.com/product-registration, or by other agreed upon means.

The registration of contact information is only valid if done within the first 12 months after delivery by Nilar. Any subsequent changes in contact information, ownership or place of installation of the Applicable Product requires a new registration of the Applicable Product by the owner of the Applicable Product or operation responsible within 6 months from the actual change. If no valid End-user information is registered, the Warranty is not valid.

2.6. Refill service

In order to provide this Warranty for the full Warranty Period, the refill service must be utilized. The Performance Warranty, as specified in Section 3, is granted through performing the number of refills deemed appropriate by Nilar. Failure to comply with the refill service requirements will terminate this Warranty.

3. Performance warranty

Nilar warrants and represents that the Applicable Product shall retain at least 60% of the rated energy (kWh) set forth in Table 2 below, as determined by the standard capacity measurement test detailed in clause 3.2, for the duration of the full Warranty Period, taking into account the guaranteed energy throughput set forth in Table 2 below ("Performance Warranty"). For the Performance Warranty to be valid, the Applicable Product must be operated within the parameters specified in clause 3.1.

• *Table 2: Rated energy and energy throughput of the Applicable Product(s).*

Article no.	Rated energy (kWh)	Energy throughput* (MWh)
20010001	5.76	9.85
20010002	2.88	4.93
20010003	2.40	4.11
20010004	4.80	8.21
20010005	6.00	10.3

*Defined as accumulated discharged energy measured at the DC output of the battery.

3.1. Operating conditions

The Performance Warranty is only valid while the Applicable Product is operated within the following conditions:

- (i) The battery temperature, as measured by the IMU, must not fall below 0 °C or exceed 50 °C during the operation of the Applicable Product.
- (ii) The rolling monthly average battery temperature, as measured by the IMU, must not exceed 30 °C.
- (iii) The rolling weekly average operating window is between 10% and 85% state of charge, excluding maintenance cycles and reasonable deviations up to 5 hours.
- (iv) The maximum C-rate during a charge or discharge is no more than 0,3C.
- (v) The monthly average relative humidity must not fall below 5% or exceed 55%

3.2. Standard capacity measurement test

- Ambient temperature: 20 ± 3 °C
- Initial battery temperature, as measured by the IMU: 20 to 25 °C
- Pre-conditioning cycle:
 - Discharge until fully discharge signal received from the BMS. Discharge current shall be maximum 2 A. In addition, the maximum allowed discharge current, as stated by the BMS, must be followed.
 - Full charge with 3 A until fully charged signal is received from the BMS.
 - Perform a cell balancing as specified by the BMS.
- Discharge capacity measurement:
 - Discharge until fully discharge signal received from the BMS. Discharge current shall be maximum 2 A. In addition, the maximum allowed discharge current, as stated by the BMS, must be followed.
 - End of discharge capacity test

- Current and voltage to be measured on the battery DC side.

4. Claim of warranty

This Warranty can only be claimed by the Customer. For a claim to be valid it must include the following items:

- Proof of purchase (original),
- Detailed description of the defects,
- Serial number of the Applicable Product(s).

Nilar may contact the Customer for further information regarding a defect before issuing a Return Material Authorization (RMA). Nilar reserves the right to undertake root-cause analysis testing prior to authorizing a claim. Final verification of the warranty claim will be made by Nilar.

4.1. Dispute

If the Customer disputes Nilar’s assessment of the claim, the Applicable Product must be evaluated by an independent certified 3rd party testing company. The Customer will bear the cost of any 3rd party evaluation service charge.

If any testing of the Applicable Product’s capacity is required, the testing must be performed in accordance with the conditions described in clause 3.2.

5. Service and remedies

If the Applicable Product fails to comply with the above Warranty, Nilar will repair the Applicable Product (using new or refurbished parts), replace the Applicable Product with an equivalent product (new or refurbished), or refund the Customer the market price of an equivalent product at the time of the warranty claim or according to the compensation scheme below. Nilar may elect which remedy to provide.

- *Table 3: Compensation scheme during the Warranty Period based on purchase price.*

Year of Warranty Period	Compensation level
1	100%
2	100%
3	80%
4	50%
5	30%
6	20%
7	10%
8	7%
9	5%
10	5%

This Warranty covers Nilar’s costs for materials necessary to re-establish trouble free operation of the Applicable Product. This Warranty does not cover costs of installation, cost of removal or cost of shipping. Such costs shall be borne by the Customer.

6. Exclusions of warranty

This Warranty does not cover any damages to the Applicable Product resulting from external factors, including but not limited to, any of the following activities:

- Modification, alteration, disassembly, repair or replacement other than by Nilar-certified personnel.
- Non-compliance with Nilar's official transport, storage, installation manuals and/or instructions.
- External influences, or force majeure, including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.).
- Use or failure of an incompatible inverter, rectifier or PCS.
- Exposure to water, conductive dust or corrosive gas.
- Normal wear and tear, deterioration, superficial defects, dents, marks, noise or vibrations that are not excessive or uncharacteristic and do not impact the performance of the Applicable Product.
- Theft of the Applicable Product or any of its components.

This Warranty does not cover products without an official Nilar serial number. Any damage or defect relating to accessory components to the Applicable Product are, in addition to the limitations above, limited to 24 months (Level 2).

In no event will Nilar be held responsible or liable for any personal injuries resulting from the use of the Applicable Product, or for any other damages, whether direct, indirect, incidental, or consequential, even if Nilar has been advised of such damages.

7. General conditions of delivery

For the deliveries from Nilar, the Nilar General Terms and Conditions that are in force from time to time shall apply. If the provisions of this Warranty should conflict with the General Terms and Conditions the provisions of this Warranty shall prevail.