

Terms and Conditions of Supply

STANDARD, STANDARD "+", ASSURE, ADVANCED Warranty for inverters, accessories and REACT 2 batteries

Document valid from: March 1st, 2020

1. DEFINITIONS

Power One Italy S.p.A., a single-member company incorporated under Italian law, with registered office at Terranuova Bracciolini (Arezzo, Italy), via S. Giorgio No. 642, with a fully paid share capital of EUR 22,000,000, Tax Code 09286180154, VAT No. 01574720510, registered in the Arezzo Company Register under No. AR 101220 and its possible successors and/or assignees. Agreement: all the provisions of the Terms and Conditions, the Order and the Order Confirmation.

Battery (ies): the REACT 2 batteries specified in the Order Confirmation.

Corporate Group: all the companies directly and/or indirectly controlled by a Party and the companies subject, together with this Party, to a common control.

Customer(s): the subject who requests and/or receives an Offer or sends an Order to FIMER, and, if required by the Order Confirmation and/or by law provisions, any related successors and/or assignees.

Inverter: the UNO-DM, REACT 2, TRIO, PVS, CENTRAL PLUS single-phase and three-phase string inverter and respective accessories (excluding REACT 2 batteries) specified in the Order Confirmation.

Offer: the document that FIMER submits to the Customer in order to verify the availability of the Product and subsequently place an Order.

Order: the document (and its attachments) signed by the Customer and submitted to FIMER for approval, through which the Customer requests that FIMER supplies the related Products. The definition of the Order also encompasses the provisions of the Order accepted by FIMER after fulfillment of the Agreement.

Order Confirmation: the written communication by means of which FIMER confirms acceptance of the Customer's Order, thereby fulfilling the Agreement.

Parties: the Customer and FIMER. Party: the Customer and/or FIMER.

Price(s): the amount(s) indicated in the Order Confirmation.

Product(s): the Batteries and Inverters specified in the Order Confirmation.

Supply: the entire object of the Order Confirmation.

Terms and Conditions: the general terms and conditions

of this Agreement.

The Agreement shall be considered as concluded between the Parties as soon as FIMER, after receiving the Order, has communicated its acceptance in writing to the Customer. Customers, as soon as they are in possession of the Order Confirmation, shall check all the data contained therein; such information shall be understood as approved by Customers, unless immediately challenged in writing by the latter.

The materials and services not expressly described in the Order Confirmation shall be invoiced separately.

2. PRODUCTS CONCERNED

These Terms and Conditions shall only apply to the Supply of Products.

These Terms and Conditions, together with the Order and the Order Confirmation, shall represent the entirety of the Agreements entered into between FIMER and the Customer, regarding a specific Supply and shall, in this respect, supersede any other communication and/or oral or written agreement between FIMER and the Customer.

By availing itself of (the rights and remedies provided by) these Terms and Conditions, the Customer hereby agrees to abide by the same Terms and Conditions.

These Conditions are provided by FIMER in replacement and in derogation of any other terms and conditions provided for by Italian legislation related to sales contracts. Further details are provided under Article 12 - Legal aspects.

2.1. STANDARD Warranty Plan for Inverters (excluding the PVS-175 Inverter)

The STANDARD Warranty for Inverters covers the material and labor required for their repair at the Repair Center or on site, at the sole discretion of FIMER. See table 1 for further details.

The STANDARD Warranty Plan does not apply to the PVS-175 Inverter.

2.2. STANDARD "+" Warranty Plans for PVS-175 Inverters only

The STANDARD "+" Warranty for Inverters covers the material and labor required for their repair at the Repair Center or on site, at the sole discretion of FIMER, as well as shipment of repaired inverter (incoterms CPT). See table 1.a for further details.

The STANDARD "+" Warranty Plan applies to the PVS-175

Inverter only.

2.3. ASSURE Warranty Plans for Inverters (excluding the PVS-175 Inverter)

The ASSURE Warranty for Inverters covers early replacement of Inverters or components thereof (power modules, string boxes) as well as shipping costs and labor required for their removal and re-installation on site. See table 1 for further details.

The ASSURE Warranty Plan does not apply to the PVS-175 Inverter.

2.4. ADVANCED Warranty Plans for PVS-175 Inverters only

The ADVANCED Warranty for Inverters covers early replacement of Inverters or components thereof (power modules, string boxes) as well as shipping costs (incoterms CPT). See table 1.a for further details.

The ADVANCED Warranty Plan applies to the PVS-175 Inverter only.

2.5. Warranty Plans for accessories

The accessories also include all monitoring components. The accessories Warranty covers the material and labor required for the repair of the Product at the Repair Center or its replacement, at the sole discretion of FIMER. See table 1 for further details.

2.6. BASE Warranty Plans for Batteries

The STANDARD Battery Warranty only covers the material and labor required to repair the Batteries at the Repair Center or on site, at the sole discretion of FIMER.

2.7. STANDARD Warranty Plans for Batteries

The STANDARD Battery Warranty only covers the material and labor required to repair the Batteries at the Repair Center or on site, at the sole discretion of FIMER.

2.8. ASSURE Warranty Plans for Batteries

In addition to the STANDARD Warranty, the ASSURE Battery Warranty covers early battery replacement as well as shipping costs and labor required for their removal and re-installation on site. See tables 2 and 2a for further details.

Applicable during the Warranty Period between the 1st year and 5th year (included).

The additional ASSURE Service Level for each Battery Pack, effective as from the 5th through 10th year, must be purchased together with the Warranty Extension for the REACT 2 Inverter.

3. COUNTRIES CONCERNED

The STANDARD and STANDARD "+" Warranty Plans for Inverters and the Inverters' Accessories Warranty Plan are available in all countries where FIMER distributes Inverters.

The ASSURE Warranty Plan for Inverters is available only for Inverters for which is bought the warranty ASSURE and installed in the following countries: Australia, Austria, Belgium, Canada, Cyprus, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Israel, Italy, Luxembourg, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, United States, Sweden, Switzerland,

Hungary.

The ADVANCED Warranty Plan for PVS-175 Inverters is available only for Inverters for which is bought the warranty ADVANCED and installed in the following countries: Austria, France, Germany, Greece, Ireland, Italy, Luxembourg, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Hungary.

The ASSURE Warranty Plan for REACT 2 Batteries is available only for Batteries installed in the following countries and for which is bought the warranty ASSURE: Australia, Belgium, Czech Republic, Germany, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Poland, Portugal, Spain, Switzerland, Slovakia and United Kingdom.

4. FIMER WARRANTY DURATION

The STANDARD, STANDARD "+", ASSURE and ADVANCED Warranty Plans for Inverters have a duration of 5 (five) years as of the date of purchase by the Customer, and may in no case exceed a maximum period of 66 (sixty-six) months from the date of shipment from the factory. The Warranty may be extended to a total of 10 (ten) years, provided that the purchase of the Warranty Extension occurs within 12 (twelve) months of purchasing the Inverter.

The STANDARD and ASSURE Warranty Plans for accessories have a duration of 2 (two) years starting from the date of purchase by the Customer and may in no case exceed a maximum period of 30 (thirty) months from the date of shipment from the factory. There exists no Warranty Extension for accessories.

The BASE Warranty Plan for REACT2 Batteries have duration of 2 (two) years starting from the date of purchase by the Customer and may in no case exceed a maximum period of 27 (twenty-seven) months from the date of shipment from the factory.

The STANDARD and ASSURE Warranty Plans for REACT2 Batteries, excluding Batteries installed in Germany, have a duration either (i) for a period equal to 120 (one hundred and twenty) months from the date of purchase and in no case more than 123 (one hundred and twenty-three) months from the date of shipment from the factory, or (ii) up to the moment 3,650 (three thousand, six hundred and fifty) cycles have been completed, whichever period is shorter, as specified in table 2. The Battery shall in any case be considered as faulty when its Residual Capacity is less than 60% of its rated energy (at the Battery unit level).

For Batteries installed in Germany, FIMER guarantees that the Batteries will have a minimum Residual Capacity of 80% (eighty percent) of the rated energy, either (i) for a period equal to 10 (ten) years from the date of shipment of the Battery, or (ii) up to the moment in which the energy discharged reaches 5,892 (five/eight hundred and ninety-two) MWh, as specified in table 2a.

Furthermore, in order not to lose the Warranty, please consider that if the installation is not performed immediately, the Battery must be stored in an environment with a controlled temperature ranging

between -20 °C and +25 °C for no more than six months, or at a controlled temperature ranging between -20 °C and +45 °C for no more than three months, and in any case with relative humidity no higher than 80% without condensation.

Tables 2 and 2a show the definitions and details of the Terms and Conditions for Battery Warranties.

5. DELIVERY PENALTIES/DELAYS

Any penalties for late delivery must be expressly provided for in the Order Confirmation. Should FIMER, in case of delay in performance, be required to pay a penalty, pursuant to Article 1382 of the Civil Code, the payment of such an amount shall be considered the only remedy possible, therefore expressly excluding the reimbursement of further damage.

The penalty shall not be applicable in case the delay in the performance of the service is due to an event of force majeure or to an event not attributable to the direct responsibility of FIMER.

The day as of which the Customer intends to run the penalty must be communicated to FIMER by registered letter, without any retroactive effect being allowed as from the date of receipt of such letter. The penalty shall not however be applicable in case it is not requested within 10 (ten) days of receipt of the delivery of the Supply.

The Customer expressly waives any compensation for the amounts due as a penalty regarding other amounts contractually provided for.

6. SUSPENSION OF DELIVERY

FIMER shall have the right to suspend deliveries where the Customer fails to make a single payment by the agreed deadline, or proves to be a defaulter under another agreement or other general obligations towards FIMER. FIMER may also suspend deliveries after the conclusion of the Agreement, in the event that the Customer's economic conditions substantially change, as in the case of one or more complaints, enforcement actions, constitution of pledges and/or mortgages, request for receivership, pre-bankruptcy agreement among creditors, or cessation of activity.

7. CLAIMS UNDER WARRANTY

All claims under Warranty must follow the procedures described below. The claim must be submitted through one of the following channels:

In Italy:

- Via the FIMER Customer web site:
solar.fimer.com/it/assistenza-fimer
- Via the toll-free number: 800990444.

Outside Italy:

- Via the hotline. The hotline numbers are provided on the FIMER web sites.
- Via online service at:

solar.fimer.com/contact-fimer-support.

Mandatory information to provide:

- Product Model
- Proof of purchase for the Product concerned
- Serial number (S/N) of the Product figuring on the Product label (it is recommended that a picture of the Product label is provided in .jpg format)
- Description of the problem and, where applicable, the error code displayed on the Product
- Customer's business data (name and full address of the contact person)
- Business data of the Party requesting assistance (name and full address of the contact person) e-mail address of the Customer address of the installation site
- Installation site.

FIMER will provide a CARE code associated with the claim. The CARE code must be indicated in all correspondence throughout the handling of the claim.

In case of non-compliance with the procedure or inaccurate or incomplete information, FIMER will not take the claim into consideration.

FIMER shall invoice all expenses and costs incurred by the inspection and transportation of the returned Product (or Product inspected on site, as appropriate) that do not present defects after being inspected by FIMER.

8. HANDLING OF CLAIMS

Claims shall be handled following one of the following procedures, at the sole discretion of FIMER:

- Return and repair
- Replacement with a reconditioned device
- Early replacement with new, repaired or equivalent Product at the sole discretion of FIMER (with ASSURE Warranty only)
- On-site repair
- Possible reimbursement, at the sole discretion of FIMER

The above Warranties are exclusive and supersede any other quality and performance warranties, whether written, verbal or implicit; any other guarantees, including any implied warranties of merchantability or fitness for a particular purpose, are hereby excluded by FIMER.

The handling of the claims shall be subject to the conditions and terms set out in Article 11 below.

9. EARLY REPLACEMENT (ADVANCE SWAP) UNDER ASSURE AND ADVANCED WARRANTY PLANS

The ASSURE and ADVANCED Warranty Plans provide for a replacement unit. FIMER shall ship a replacement Inverter or components thereof (power module, string box or Battery) before the Product suspected to be defective is shipped to an FIMER Repair Center. This unit may be new, reconditioned or equivalent, at the sole discretion of FIMER.

The (early) delivery of the replacement unit does not in any case amount to the recognition by FIMER that the Product which is the subject of the claim is under Warranty. FIMER's approval or rejection of the claim shall be communicated only after FIMER has inspected the returned Product.

The Customer must make the defective Product available for return within 7 calendar days from the delivery of the replacement unit, using an appropriate packaging, as per the replacement unit supplied.

The allegedly defective Products must be returned to an FIMER Repair Center for claim validation. Should the claim be confirmed, the remaining Warranty period of the defective Product will be transferred to the replacement unit. If the defect is not covered by a Warranty (see Article 11), the claim will be rejected, and the costs incurred (relating to logistics, administration, fault inspection and purchase of the Replacement Product) shall be invoiced to the Customer, without making the Replacement Product's Warranty invalid.

In case the FIMER Repair Center does not receive the allegedly defective Product within the aforementioned period, the Replacement Product's Warranty may be invoked only once the Product has been returned to FIMER. In any case, if the allegedly defective Product happens to be returned to FIMER after the aforementioned 7 (seven) calendar day period has elapsed, FIMER shall be entitled to charge the Customer a lump sum of EUR 100 (one hundred) as administrative fees, regardless of whether or not the Product falls within the Warranty Terms.

FIMER undertakes to perform the inspection within 3 (three) months of the allegedly defective Product's delivery.

10. ON-SITE ASSISTANCE

In case of on-site assistance (including early replacement), as decided by FIMER, the qualified technician shall be selected by FIMER.

For this kind of assistance, the Customer is required to (and is responsible for) ensuring access to the system and providing the necessary equipment for this purpose (scissor lift, for example).

The Customer shall also ensure that the plant and the work environment is provided with the appropriate health and safety requirements envisaged by law.

The qualified technician may refuse to perform an operation where the conditions set out by the health and safety regulations are not met.

Should the above conditions not be met, FIMER shall charge the Customer any costs, including –but not limited to– the costs relating to the qualified technician who could not access the site and/or the Product.

11. WARRANTY DISCLAIMER

Warranty claims are excluded in the following cases:

- Expiration of the Warranty Period.
- Mechanical damage during transportation of the defective unit when the Product is conveyed under the responsibility of a third party.
- Any modification made to the Product that has not been authorized by FIMER.
- Improper installation or commissioning.
- Improper use of the Product.
- External event (over-voltage, malfunction of other components of the system causing the Product to break down, etc.).
- Failure to comply with the Product documentation (Product manual, installation instructions, preventive maintenance).
- Force majeure, including –but not limited to– lightning, over-currents, natural disasters and fires.
- External agents, including acid rain, salt, vandalism or other pollutants.
- Failure to (properly) implement safety rules.
- Use in combination with unauthorized equipment, products or materials, as per FIMER documentation.
- For Batteries, in case of failure to comply with the storage conditions, as expressed under point 4 above, in the absence of immediate installation.

Given the evolution of the technology, the replacement unit or a new device available at the time of the claim may not be compatible with the installed system. The Warranty does not cover any expenses and/or costs incurred as part of the configuration, update or adjustment of the system to enable the installation of the Product. Unless otherwise agreed, FIMER shall not pay any financial compensation, including –but not limited to– the compensation for any energy not supplied to the network by the system during any assistance activities, including preventive and corrective maintenance.

Spare parts for preventive maintenance and consumables are not covered by the Warranty (e.g. over-voltage protection devices, fuses, etc.).

12. LEGAL ASPECTS

The Warranty constitutes an agreement on the Warranty Terms and Conditions entered into between FIMER and the Customer.

Third parties shall not be entitled to lodge any claim based on the Warranty, unless they are explicitly authorized by the Customer to act in its name and on its behalf. The third party must provide FIMER with due proof of such authorization.

The conditions of this Warranty are governed by the Italian law; neither the conflict-of-laws rules, nor the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply hereto. The Court of Milan has exclusive jurisdiction in any dispute regarding the

validity, interpretation or execution of these Conditions. With regard to the Supply, without prejudice to the legal mandatory provisions, FIMER's liability towards the Customer concerning direct damages, of a contractual nature or of any other nature, and any other existing form of compensation and/or indemnity provided for by law and/or by these Terms and Conditions and/or by the Agreement, shall in no case exceed a total amount equal to 100% of the Supply Price. Except for the mandatory limits of the law, FIMER shall not be required to indemnify the Customer for lost profits and/or any indirect and/or consequential damages. In particular, by way of example and not exhaustively, FIMER shall not be called upon to compensate damages related to loss of turnover, loss of profit, loss of contract, damages deriving from the lack of efficiency of the work carried out. On no account shall FIMER indemnify the Customer for any damage, due on any basis whatsoever, for which the Customer has been demanded to make compensation to third parties.

In case of conflict of interpretation, the provisions contained in this article shall prevail over any other provision that may be otherwise contained in the Terms and Conditions and/or the Agreement.

The Customer may not suspend the performance of obligations by availing itself of the Warranty.

13. EXPORT CONTROL

The Customer agrees not to disclose, use, export or re-export, either directly or indirectly, the Supply, unless in full compliance with all applicable regulations on export control. The Customer hereby declares and guarantees that the Supply will not be used, either directly or indirectly, for military or nuclear applications, for the design or production of chemical or bacteriological weapons or chemical precursors of such weapons, for the design or production of nuclear weapons, or for the design or production of ballistic missile launching systems without the prior written consent of FIMER. Should it be necessary for delivery to the Customer, FIMER will request an export license from the competent national authorities but only after the Customer has provided FIMER with all the documentation required to support the license request. The Customer is required to provide such documentation within a reasonable period of time. Any delay in issuing this license will result in the suspension by FIMER of the services provided for in the Agreement. In case an export license is not issued or is issued but subsequently revoked by governmental authorities, the Agreement may be cancelled by FIMER without the possibility of making any claim for compensation to FIMER as a result of said cancellation. The Customer is required to provide FIMER with a letter of guarantee for export control or an end user declaration in the form that FIMER shall deem appropriate.

Throughout the duration of the Contract, the Customer also agrees not to export, re-export or otherwise transfer the Supply, either directly or indirectly, to any country, legal person or natural person subject to restrictions under national or multilateral sanction programs.

The Supply of Products intended for export, in the case of non-Italian Customers, shall be possible only after the necessary authorization has been obtained from the competent governmental authorities.

FIMER will have the right to refuse to deliver the Products to a carrier not approved by FIMER.

14. TERMINATION

Pursuant to Article 1456 of the Italian Civil Code, FIMER may terminate the Contract on the occurrence of the following non-compliance events:

- Customer's failure to pay in whole or in part
- Failure to comply with Article 15, known as "Code of Conduct"
- Failure to comply with the limitations and prescriptions set out in Article 13 called "Export Control"

FIMER shall notify by registered letter with acknowledgment of receipt of its intention to avail itself of the termination clause provided therein. Termination shall occur and take effect from the date the related communication is received.

15. CODE OF CONDUCT

FIMER has adopted a Code of Conduct known as "FIMER Code of Conduct", which is available at: www.fimer.com.

All relationships with FIMER and its personnel must comply with this Code of Conduct.

16. DATA PROTECTION

FIMER recognizes that, on the basis of, and in compliance with the applicable law on personal data protection, all data provided by the Customer shall be exclusively processed for the purposes described in the information note on personal data processing, available on the FIMER web site: www.fimer.com.

This document was written in Italian and English language. In case of conflict, the Italian version shall prevail.



The Customer

[date, stamp and signature]

According to Article 1341 of the Italian Civil Code, the following clauses are specifically accepted and approved:

5 Delivery penalties/delays

6 Suspension of delivery

8 Handling of claims

9 Early replacement (advanced swap) for the ASSURE and/or ADVANCED Warranty

10 On-site assistance

11 Warranty disclaimer

12 Legal aspects

13 Export control

The Customer

[date, stamp and signature]

Table 1: Warranty Terms and Conditions (not applicable for PVS-175 Inverters)

| Definition | Inverter | Inverter | Accessories (REACT 2 batteries not included) |
|--|---|-----------------------------------|---|
| | STANDARD Manufacturer's Warranty | ASSURE Manufacturer's Warranty | ASSURE Manufacturer's Warranty |
| Default duration (years) | 5 | 5 | 2 |
| Extended duration (total years; must be purchased within a period of 12 months of Inverter's date of purchase) | 10 | 10 | No extension |
| Costs related to repair material and labor at the Repair Center | Included | Included | Included |
| Removal and re-installation costs (see Terms and Conditions in the description) | Not included | Included | Not included |
| Replacement product parameter setting | Not included | Included | Not included |
| Shipping costs for the return of the faulty unit (to the destination indicated by FIMER) | Not included | Included | Not included |
| Costs related to the shipping of the repaired (or replacement) unit to the Customer | Not included | Included | Not included |
| Early replacement unit (where technically possible; alternatively, on-site repair) | Not included | Included | Not included |
| Technical Service Toll-free number | See FIMER web site | See FIMER web site | See FIMER web site |
| Actual availability (percentage) | Not included | Not included | Not applicable |
| Preventive maintenance | Not included | Not included | Not included |
| "Ready for shipment" notice following acceptance of the claim, subject to the availability of the material | Generally 10 working days from the time the FIMER Repair Center receives the Inverter | Generally 5 working days | Generally 15 working days from the time the FIMER Repair Center receives the Inverter |
| Available | World-wide | See list in Section 3 | World-wide |

Table 1a: Warranty Terms and Conditions (applicable for PVS-175 Inverters only)

| Definition | PVS-175 Inverter | PVS-175 Inverter |
|--|---|-------------------------------------|
| | STANDARD "+" Manufacturer's Warranty | ADVANCED Manufacturer's Warranty |
| Default duration (years) | 5 | 5 |
| Extended duration (total years; must be purchased within a period of 12 months of Inverter's date of purchase) | 10 | 10 |
| Costs related to repair material and labor at the Repair Center | Included | Included |
| Removal and re-installation costs (see Terms and Conditions in the description) | Not included | Not included |
| Replacement product parameter setting | Not included | Not included |
| Shipping costs for the return of the faulty unit (to the destination indicated by FIMER) | Not included | Included |
| Costs related to the shipping of the repaired (or replacement) unit to the Customer | Included (*) | Included |
| Early replacement unit (where technically possible; alternatively, on-site repair) | Not included | Included |
| Technical Service Toll-free number | See FIMER web site | See FIMER web site |
| Actual availability (percentage) | Not included | Not included |
| Preventive maintenance | Not included | Not included |
| "Ready for shipment" notice following acceptance of the claim, subject to the availability of the material | Generally 10 working days from the time the FIMER Repair Center receives the Inverter | Generally 5 working days |
| Available | World-wide | See list in Section 3 |

(*) Incoterms CPT (duties and duty clearance costs are not included)

Table 2: Warranty Terms and Conditions for Batteries (excluding Batteries installed in Germany) and Relevant Definitions

| Definition | Battery BASE Manufacturer's Warranty | Battery STANDARD Manufacturer's Warranty | Battery ASSURE (5 ASSURE + 5 STANDARD) Manufacturer's Warranty |
|---|--|--|--|
| Default duration (years / cycles) | 2 | 10 / 3650 | 10 / 3650 |
| Extended duration (total years) | Cannot be extended | Cannot be extended | Cannot be extended |
| ASSSURE Service level 5th through 10th year Must be purchased together with the Warranty Extension for the REACT 2 Inverter. | Cannot be extended | Cannot be extended | Can be extended |
| Costs related to repair material and labor at the Repair Center | Included | Included | Included |
| Removal and re-installation costs (see Terms and Conditions in the description) | Not included | Not included | Included for the first 5 years (1825 cycles) |
| Replacement product parameter setting | Not included | Not included | Included for the first 5 years (1825 cycles) |
| Shipping costs for the return of the faulty unit (to the destination indicated by ABB) | Not included | Not included | Included for the first 5 years (1825 cycles) |
| Costs related to the shipping of the repaired (or replacement) unit to the Customer | Not included | Not included | Included for the first 5 years (1825 cycles) |
| Early replacement unit (where technically possible; alternatively, on-site repair) | Not included | Not included | Included for the first 5 years (1825 cycles) |
| Technical Service Toll-free number | See FIMER web site | See FIMER web site | See FIMER web site |
| Actual availability (percentage) | Not included | Not included | Not included |
| Preventive maintenance | Not included | Not included | Not included |
| "Ready for shipment" notice following acceptance of the claim, subject to the availability of the material | Generally 10 working days from the time the FIMER Repair Center receives the Battery | Generally 10 working days from the time the FIMER Repair Center receives the Battery | Generally 10 working days |
| Available | Thailand | Australia, Belgium, Czech Republic, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Poland, Portugal, Spain, Switzerland, Slovakia and United Kingdom. | Australia, Belgium, Czech Republic, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Poland, Portugal, Spain, Switzerland, Slovakia and United Kingdom. |

Cycle: refers to the energy discharged during an effectively produced energy cycle, divided by the rated capacity of the module
 Battery efficiency: refers to the Residual Capacity; this CANNOT be lower than 60% (based on the Battery unit level); in case FIMER confirms this value, the Customer will be entitled to the module and/ or Try for the repair/replacement provided for by the Warranty Residual Capacity: actual capacity of the Battery in relation to the Rated Capacity
 In order to properly determine the Residual Capacity of the Battery, the following test must be conducted in an environment characterized by a temperature of +23 °C (tolerance ±5 °C):

- the Battery must be completely discharged following the standard discharge conditions (C/3) and left idle for 1 day
- the Battery must be charged with constant current C/3 (C refers to the rated capacity [Ah] of the Battery); once maximum operating voltage is reached, it must be charged at constant voltage
- Keep the charge at constant voltage until the current drops below C/20
- Leave it idle for 10 minutes
- Discharge the Battery through C/3 constant current until the cut-off voltage is reached (minimum operating voltage); this operation will allow the Residual Capacity of the Battery to be measured.

Table 2a: Warranty Terms and Conditions for Batteries installed in Germany

| Definition | Battery | Battery |
|--|--|---|
| | STANDARD Manufacturer's Warranty | ASSURE (5 ASSURE + 5 STANDARD) Manufacturer's Warranty |
| Default duration (years / cycles) | 10 / 5,892 (*) | 10 / 5,892 (*) |
| Extended duration (total years) | Cannot be extended | Can be extended |
| ASSSURE Service level 5th through 10th year Must be purchased together with the Warranty Extension for the REACT 2 Inverter. | Cannot be extended | Can be extended |
| Costs related to repair material and labor at the Repair Center | Included | Included |
| Removal and re-installation costs (see Terms and Conditions in the description) | Not included | Included for the first 5 years /2,946(*) |
| Replacement product parameter setting | Not included | Included for the first 5 years /2,946(*) |
| Shipping costs for the return of the faulty unit (to the destination indicated by FIMER) | Not included | Included for the first 5 years /2,946(*) |
| Costs related to the shipping of the repaired (or replacement) unit to the Customer | Not included | Included for the first 5 years /2,946(*) |
| Early replacement unit (where technically possible; alternatively, on-site repair) | Not included | Included for the first 5 years /2,946(*) |
| Technical Service Toll-free number | See FIMER web site | See FIMER web site |
| Actual availability (percentage) | Not included | Not included |
| Preventive maintenance | Not included | Not included |
| "Ready for shipment" notice following acceptance of the claim, subject to the availability of the material | Generally 10 working days from the time the FIMER Repair Center receives the Battery | Generally 10 working days |
| Available | Germany | Germany |

(*) FIMER guarantees that the Batteries will have a minimum Residual Capacity of 80% (eighty percent) of the rated energy, either (i) for a period equal to 10 (ten) years from the date of shipment of the Battery, or (ii) up to the moment in which the energy discharged reaches 5,892 (five/ eight hundred and ninety-two) MWh