Limited Warranty

YOU ARE URGED TO CAREFULLY READ THIS LIMITED WARRANTY. IT LIMITS THE RIGHTS AND REMEDIES YOU MAY HAVE FOR PRODUCTS PURCHASED FROM SOL-ARK AND APPLIES SOLELY AND EXCLUSIVELY TO THE BATTERY PRODUCTS REFERENCED IN THE TABLE SET FORTH BELOW AND MAY DIFFER FROM WARRANTY TERMS APPLICABLE TO OTHER PRODUCTS SOLD BY SOL-ARK.

Products Subject to this Limited Warranty
L3 HVR-60

Effective Date: March 1st, 2024

1. **Limited Warranty**. This Limited Warranty is effective for Sol-Ark Products (as defined) that are activated and operational on or after the Effective Date referred to above unless a revised or updated Limited Warranty has been posted or made available by Sol-Ark that indicates it supersedes this Limited Warranty or that it otherwise applies to your Sol-Ark Product (see www.sol-ark.com/warranty). Subject to the terms, qualifications and other limitations of this Limited Warranty, Sol-Ark, LLC (including any successor to Sol-Ark, "Sol-Ark") warrants to the Owner (as defined) that the Sol-Ark Product(s) specified in the Sol-Ark Product Table below (each a "Sol-Ark Product"), and installed for use at, and not removed from, the original end user location (the "Original Location"), will be free from material defects in workmanship and materials under normal application, installation, use and service conditions for the applicable Warranty Period (as defined) set forth below (each, a "Warranty Period"; the applicable Standard Warranty Period for a Sol-Ark Product may be extended by the Owner upon, and subject to, the terms of any extended warranty coverage offered by Sol-Ark, which Sol-Ark, in its sole discretion, may or may not determine to offer, and purchased by Owner, for the designated Sol-Ark Product, in which event the term "Warranty Period" shall refer to the Extended Warranty Period as reflected in the Warranty Coverage Table below). The Warranty Period starts on the date Owner purchases the Sol-Ark Product. This Limited Warranty is valid, and enforceable by the Owner against Sol-Ark, if and only if (x) the applicable Sol-Ark Products are (i) sold to the Owner by Sol-Ark or by an authorized distributor, reseller, integrator, installer, or similar person specifically designated by Sol-Ark and (ii) registered with Sol-Ark as described below, and (y) Original Location is located within a jurisdiction set forth in the Specified Territories Warranty Coverage Table below, subject to any other limitations or exclusions that may be applicable under the laws of the Specified Territories. In connection with the foregoing limitations, Owner hereby expressly agrees and covenants not to assert against Sol-Ark any remedies, or to initiate or prosecute any action, suit or proceeding, that conflicts with or would breach or otherwise violate the limitations and conditions set forth in this Limited Warranty.

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Sol-Ark Product Table to which this Limited Warranty is Applicable and Warranty Period[1]

Sol-Ark Product/Model Number/SKU	Standard Warranty Period	Extended Warranty Period (if applicable, subject to purchase by Owner as and if offered by Sol-Ark)
L3 HVR-60 L3-HVR-60KWH	10 years from date of purchase	Not Offered

Specified System Component Coverages: For purposes of this Limited Warranty, the following specified System Components are also entitled to coverage for the applicable Warranty Period, subject to the further Operating Condition limitations and qualifications noted in the Table below:

System Component	Standard Warranty Period	Operating Conditions (operation outside of these parameters is not covered by this Limited Warranty)
Battery Management System (BMS/BMU)	10 years from date of purchase	-40˚C — 60˚C (-40˚F — 140˚F)
Fire Suppression System	10 years from date of purchase	-40˚C — 60˚C (-40˚F — 140˚F)
HVAC System	10 years from date of purchase	-20˚C — 50˚C (-4˚F — 122˚F)

Specified Territories Warranty Coverage Table Based on Original Location[2]
United States and Territories, including Puerto Rico
Canada
Mexico

To ensure that Sol-Ark can properly manage and service Sol-Ark Products, this Limited Warranty will not apply, and the Owner will not receive the benefits of this Limited Warranty, unless the Owner registers the Sol-Ark Product within thirty (30) days from delivery of the Sol-Ark Product to the Owner (the "Registration") by either (1) registering on-line at www.sol-ark.com/warranty or (2) completing and returning the registration card (found at the end of this Limited Warranty) to the address set forth below; *provided, however*, that if the Owner is a resident of any State or other jurisdiction that prohibits the return of a registration card or other form registration to obtain the benefits of any type of limited warranty, then, in any such event (and only in those States and other jurisdictions), registration of the Sol-Ark Product will not be a condition to the application of, or a condition to receiving the benefits from, this Limited Warranty.

[1] If your Sol-Ark Product is not identified in the Sol-Ark Product Table, it is not covered by this Limited Warranty, may not be entitled to any form of warranty from Sol-Ark or may be subject to other warranty terms set forth in a different agreement or terms of sale. Notwithstanding anything to the contrary, the Standard Warranty Period for LCD screens and fans used within Sol-Ark Products is five (5) years.
[2] If your Sol-Ark Product is not installed in one of the jurisdictions identified in the Specified Territories Warranty Coverage Table, it is not covered by this Limited Warranty.

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2. **Transfer of Warranty; Location Limitations**. A transferee of the Sol-Ark Product through a change in ownership of the Original Location is entitled to receive the benefits of this Limited Warranty if, and only if, (1) the Sol-Ark Product has not been removed from the Original Location, (2) the transferee notifies Sol-Ark, in writing, of the Change of Ownership, and (3) neither the original Owner nor transferee has failed to comply with any other terms and conditions of this Limited Warranty. This Limited Warranty cannot be transferred more than one time; any subsequent transferees will not be entitled to receive the benefits of this Limited Warranty.

   This Limited Warranty does not apply to, and "Sol-Ark Products" referred to herein, do not include, any third-party products, whether hardware, software or services, that may be installed, or used in connection, with any Sol-Ark Products at the Original Location. Sol-Ark is not responsible for, and this Limited Warranty does not cover, installation or configuration errors, defects (whether design or otherwise), or other components or services provided by installers or service providers.

3. **Performance Ratings.** This Limited Warranty also includes performance ratings for the Sol-Ark Products covered hereby. Subject to the limitations, exclusions and other qualifications set forth in this Limited Warranty, the Sol-Ark Products covered by this Limited Warranty are intended:

   a. under normal operating conditions when purchased, to have the rated energy capacity described in the Table set forth in this Section 3 below under the column "**Initial Energy Capacity"** (to obtain the benefits of the performance ratings set forth in this Section 3, you must conduct the "Initial Energy Capacity" testing of the applicable Sol-Ark Product strictly in accordance with the methodologies and procedures set forth in Exhibit A hereto; if you do not conduct the testing strictly in accordance with Exhibit A, you will not be entitled to the coverage of this Section 3); *and*

   b. when installed according to information provided in the applicable Sol-Ark User Manual, data sheet, or product guidelines and operated within the **"Battery Operating Temperature"**[3] and the **Max Charge/Discharge Rate** set forth in the Table below in this Section 3, to retain not less than 70% of the Initial Energy Capacity upon the earlier of the (x) expiration of the standard Warranty Period referred to in Section 1 above or (y) date on which the "**Aggregate Energy Throughput"** [4] has first been reached.

Sol-Ark Product/Model Number/SKU	**Initial Energy Capacity**	**Capacity Retention at End of Life (EOL)**	**Aggregate Energy Throughput (MWh)**	**Max Charge/ Discharge Rate** (0.5C)
L3 HVR-60 L3-HVR-60KWH	60kWh	70%	196.2	**50A** (12s1p) **100A** (6s6p)

[3] "**Battery Operating Temperature"** means that the Sol-Ark Product must be operated in a range between -20˚C — 50˚C (-4˚F — 122˚F) when the built-in HVAC system is operational.
[4] "**Aggregate Throughput"** means the total charge/discharge energy that has been processed by the battery, as recorded by the Battery Management Unit of the battery or another Sol-Ark approved external system that is able properly, and without error, to track and calculate the foregoing value.

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4. **Return Material Authorization Policy**. To obtain warranty service for any Sol-Ark Product, the Owner must comply with Sol-Ark's Return Material Authorization (RMA) Procedure, which is available at www.sol-ark.com/rma. Unless Sol-Ark instructs the Owner otherwise, the Owner is required to return the defective Sol-Ark Product in the original (or equivalent form) of packaging, with all corresponding hardware, parts and documentation. If a Sol-Ark Product is returned without an RMA from Sol-Ark, Sol Ark may refuse to accept delivery of the Sol-Ark Product to which the RMA relates. All returns are subject to a thirty five percent (35%) restocking fee. If a Sol-Ark Product is returned without an RMA from Sol-Ark, Sol-Ark may refuse to accept delivery of the Sol-Ark Product to which the RMA relates. By returning a Sol-Ark Product, Owner hereby acknowledges that ownership of the Sol-Ark Product is transferred to Sol-Ark upon Sol-Ark's receipt of the Sol-Ark Product. If the claim is justified based on this Limited Warranty, Sol-Ark will bear the cost of shipping the repaired or replacement Sol-Ark Product to Owner (or to the installer authorized by Owner to replace the Sol-Ark Product) at the Original Location. Any Sol-Ark Product returned to Sol-Ark that Sol-Ark determines is not covered under this Limited Warranty, or that is returned to Sol-Ark without a valid RMA, may be rejected, and returned at the Owner's cost (subject to prepayment), or kept for 30 days for pick-up by the Owner, and then disposed of in Sol-Ark's sole discretion without further liability or obligation to Owner. Once a returned Sol-Ark Product is received and inspected, Sol-Ark will notify the Owner (or the installer authorized by the Owner to replace the Sol-Ark Product) that Sol-Ark has received the returned Sol-Ark Product.

5. **Remedies**. During the applicable Warranty Period, if Sol-Ark confirms the existence of a defect that is covered by this Limited Warranty, Sol-Ark will, at Sol-Ark's option, either (1) repair or replace the Sol-Ark Product without charge, except as specified in Section 6 below to the extent applicable, or (2) refund the Owner the actual purchase price for the Sol-Ark Product less the depreciated value of the purchase price of the applicable Sol-Ark Product during the term of the Performance Warranty in a manner consistent with the calculations set forth under in Exhibit B hereto as determined by Sol-Ark. Sol-Ark will not elect to issue a refund unless (i) Sol-Ark is unable to provide a replacement and repair is not commercially practicable or cannot be timely made, and (ii) Owner is willing to accept a refund. In the event of any defect, to the extent permitted by law, the remedies referred to in this Section 5 are the Owner's sole and exclusive remedies, and Owner hereby expressly agrees and covenants not to seek or assert any other remedies, equitable or otherwise, against Sol-Ark. If Sol-Ark repairs or replaces the Sol-Ark Product pursuant to this Limited Warranty, (1) Sol-Ark will, at its option, use new or reconditioned parts or products, and (2) this Limited Warranty will continue to apply to the repaired or replacement Sol-Ark Product until the later of (x) the remainder of the original Warranty Period or (y) ninety (90) days from the date Owner receives the repaired or replacement Sol-Ark Product.

6. **Warranty Limitations and Exclusions**. This Limited Warranty does not include any costs, including for labor, related to (1) uninstalling or removing (whether temporary or otherwise) any Sol-Ark Product; (2) reinstalling a repaired or replacement Sol-Ark Product, or (3) the removal, installation, evaluation, testing, replacement or upgrade of Owner's electrical or any related or associated energy storage systems or hardware, products, components, systems, software or services not provided by Sol-Ark. This Limited Warranty does not cover, and Sol-Ark is not responsible for, delays, losses or damages, of any nature or kind, caused by any freight or common carrier. Furthermore, this Limited Warranty does not cover, and Sol-Ark is not responsible for, consumable parts, or those parts that sustain normal wear and tear in the ordinary course of use. Consumable parts include, but are not limited to, air filters, aerosol fire suppression devices, battery cables, fuses and parts of a similar nature.

   In addition to the foregoing, this Limited Warranty does not apply to, and Sol-Ark is not responsible for, any defect in or damage to any Sol-Ark Product: (1) that has been misused, neglected, tampered with, altered, or otherwise damaged, either internally or externally, by any third party, including installers and service providers or anyone not specifically authorized by Sol-Ark, and any

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modifications or alterations of software provided by Sol-Ark or defects, loss or damage caused by the combination of third party software products with Sol-Ark Products without express prior authorization from Sol-Ark; (2) that has not been properly installed (for example, using wrong voltage batteries, connecting batteries improperly, damaging wires, or similar indications of improper installation, connection or implementation), operated, handled or used, including use (i) under conditions for which the Sol-Ark Product was not designed or intended, (ii) in an unsuitable environment, or (iii) in a manner inconsistent with information provided in the applicable Sol-Ark User Manual, data sheet, product guidelines or applicable laws or regulations; (3) that has been subjected to fire, water, generalized corrosion, biological infestations, acts of nature, lightning (other than Sol-Ark Products that specifically provide Electro Magnetic Pulse protection) or other operating conditions beyond the limits set forth in the applicable Sol-Ark Product User Manual, data sheet or product guidelines; (4) that has been subjected to loss or damage caused by third party hardware, products, components, systems, software or services; (5) that results from interruptions of telecommunications networks or the internet; or (6) if the original identification markings (including trademark or serial number) of the Sol-Ark Product has been defaced, altered or removed (other than through normal wear and tear). This Limited Warranty does not cover cosmetic, technical or other defects that do not materially affect form, fit or function or any defects or parts requiring replacement as a result of ordinary wear and tear, corrosion, rust, scratches, dents or similar matters related to the look of any Sol-Ark Product. The recovery of software programs installed in any Sol-Ark Product is not covered under this Limited Warranty, nor is the loss or corruption of data transmitted through any application made available by Sol-Ark. No representation is made, or warranty provided, that the operation of any Sol-Ark Product will be uninterrupted or error-free. No Sol-Ark employee, contractor, distributor, reseller or other person is authorized to make any modification, amendment, supplement, extension or additions to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

THE SOL-ARK PRODUCTS SUBJECT TO THIS LIMITED WARRANTY ARE NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY OR ENVIRONMENTAL DAMAGE (THE FOREGOING BEING REFERRED TO AS “CRITICAL APPLICATIONS”). OWNER MAKES FINAL DESIGN AND USE DECISIONS AND IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LEGAL, REGULATORY, SAFETY, AND SECURITY RELATED REQUIREMENTS RELATED TO CRTICAL APPLICATIONS, REGARDLESS OF ANY INFORMATION OR SUPPORT THAT MAY BE PROVIDED BY SOL-ARK OR ITS AFFILIATES. OWNER ASSUMES ALL RISK RELATED TO THE USE OF PRODUCTS, INCLUDING SOFTWARE, FOR CRITICAL APPLICATIONS AND SOL-ARK AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY USE OF SOL-ARK PRODUCTS IN CRITICAL APPLICATIONS BY OWNER. SOL-ARK EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF SOL-ARK PRODUCTS, INCLUDING SOFTWARE, IN CRITICAL APPLICATIONS. FURTHER, SOL-ARK RESERVES THE RIGHT TO REFUSE TO SERVICE SOL-ARK PROUDCTS USED FOR ANY CRITICAL APPLICATIONS AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING FROM ANY REFUSAL TO SERVICE ANY SOL-ARK PRODUCTS USED IN CRITICAL APPLICATIONS.

7. **Out-of-Warranty Support.** In the event of the failure of a Sol-Ark Product subject to this Limited Warranty after the expiration of the applicable Warranty Period, Sol-Ark may, in its sole discretion, determine to offer, or not offer, after-sales service to Owner on terms and conditions determined solely by Sol-Ark. Those terms and conditions may include, among other limitations, qualifications, terms or conditions established by Sol-Ark, requirements that the Owner pay for parts as selected by Sol-Ark, pay for labor, and pay for travel and lodging costs related to servicing. To request after-sales service, Owner must provide any and all information requested or necessary to enable Sol-Ark, or its authorized representatives, to evaluate alleged defects or performance issues.

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8. **Assignment**. Sol-Ark expressly reserves the right to assign any or all of its rights and obligations under this Limited Warranty to any affiliate or third party without the consent of Owner.

9. **DISCLAIMER OF WARRANTIES.**THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SOL-ARK AND, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE USAGE OF TRADE, OR OTHERWISE (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION) SHALL BE LIMITED IN SCOPE AND DURATION TO THE SCOPE AND DURATION SET FORTH IN THIS LIMITED WARRANTY. THE BENEFITS OF THIS LIMITED WARRANTY ARE FULLY CONDITIONED UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH HEREIN. IF THE LAWS OF A JURISDICTION DO NOT PERMIT EXCLUSIONS ON THE DURATION OF A WARRANTY OR FOR EXCLUSIONS OR LIMITATIONS ON LEGAL WARRANTIES OF THE NATURE AND TYPE SET FORTH HERERIN, THEN, AND ONLY THEN, CERTAIN EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE OWNER IF, AND ONLY IF, THE LAWS OF THE SPECIFIC JURISDICTION EXPRESSLY AND UNCONDITIONALLY CONFLICT WITH THIS LIMITED WARRANTY AND REQUIRE THE EXCLUSION OR MODIFICATION OF SPECIFIED TERMS OR CONDITIONS OF THIS LIMITED WARRANTY, AND, IN THOSE CASES, THE OWNER MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW.

10. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL SOL-ARK BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, OR ANY PERSONAL INJURY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE OWNER AND THE OWNER MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAWS.

11. **Governing Law**. This Limited Warranty shall be governed by the laws of the State of Texas, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. If, in any event or in any circumstance, the arbitration provisions set forth in Section 12 do not apply, are not enforceable or are otherwise unavailable with respect to any specific matter, then, in such event or circumstance, and only in such event or circumstance, (a) each of Owner and Sol-Ark agree that any litigation, action or proceeding related the foregoing specific matter (and only such matter) shall be commenced exclusively in, and subject to the exclusive jurisdiction of, a state court sitting in the city of Dallas, Texas (or, if appropriate, a federal court located within the city of Dallas in the Northern District of Texas), and each party, in any such event or circumstance, hereby consents to the personal jurisdiction of those courts and (b) EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) IN CONNECTION WITH ANY MATTERS REFERRED TO IN CLAUSE 11(A), INCLUDING ANY COUNTERCLAIMS RELATED THERETO.

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12. **Arbitration**. PLEASE READ THIS SECTION 12 CAREFULLY BECAUSE IT AFFECTS THE RIGHTS OF ANY OWNER. BY AGREEING TO BINDING ARBITRATION, OWNER WAIVES THE RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE A CASE. THE LAWS OF SOME JURISDICTIONS DO NOT ALLOW MANDATORY ARBITRATION PROVISIONS OR CLASS ACTION WAIVERS, SO SOME OR ALL OF THIS SECTION 12 MAY NOT APPLY, IN WHICH EVENT PROVISIONS OF SECTION 11 ABOVE WILL CONTROL AND APPLY.

    a. *Disputes*. In order to expedite and control the cost of disputes, Sol-Ark and Owner agree that any legal or equitable claim, dispute, action, or proceeding arising from or related to the access or use of Sol-Ark Products, or to any aspect of Owner's relationship with Sol-Ark, will be resolved by binding arbitration, rather than in court (the "Dispute"). This applies to all Disputes, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, even if the Dispute arises after the expiration of this Limited Warranty. OWNER UNDERSTANDS AND AGREES THAT OWNER AND SOL-ARK ARE EACH HEREBY WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO JOIN AND PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW.
    b. *Opt-Out of Arbitration Agreement*. If Owner is an individual consumer, Owner can opt out of arbitration within 30 days of the date on which Owner first becomes subject to this Limited Warranty. If Owner is an individual consumer and has previously agreed to arbitration, then Owner may opt out of any future revisions to the arbitration provision within 30 days of receiving notice of the updated arbitration provision, in which case the prior version of the arbitration provision will apply. To opt out of arbitration (or revisions to this arbitration provision), Owner must send Owner's name, residence address, username, email or phone number Owner has used to purchase Sol-Ark Products or uses to obtain Sol-Ark services related to the applicable Sol-Ark Products, and a clear, unambiguous statement that Owner has affirmatively determined to opt out of this arbitration agreement (or of the revisions to it), and Owner must the written notice to this email address: support@sol-ark.com.
    c. *Notice of Dispute*. In the event of a Dispute, Owner or Sol-Ark must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "Notice of Dispute"). Owner must send any Notice of Dispute by first class U.S. Mail to Sol-Ark at 805 Central Expressway South, Allen, Texas 75013, attn: Warranty Claims, and also via email to support@sol-ark.com. Sol-Ark will send any Notice of Dispute to Owner by first class U.S. Mail to Owner's address if Sol-Ark has it, or otherwise to Owner's email address. Owner and Sol-Ark will attempt to resolve any Dispute through informal negotiation within 45 days from the date the Notice of Dispute is sent. After 45 days, Owner or Sol-Ark may commence arbitration. An arbitrator will decide any disputes over whether this subsection has been violated, and has the power to enjoin the filing or prosecution of arbitrations. Unless prohibited by applicable law, the arbitrator will not administer any arbitration unless the requirements of this subsection have been met.
    d. *Mediation and Binding Arbitration*. Owner and Sol-Ark will endeavor to settle any Dispute by mediation under the Mediation Rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The place of mediation will be Dallas, Texas. Any Dispute which has not been resolved by mediation as provided herein within 30 days after appointment of a mediator or such time period as Owner or Sol-Ark may otherwise agree, will be finally resolved by binding arbitration as described in this Section 12. Owner is giving up the right to litigate (or participate in as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. The arbitrator will decide all issues pertaining to arbitrability, including his or her own jurisdictional validity and enforceability of the Agreement (e.g., unconscionability). For the avoidance of doubt, this is not meant to reduce any powers granted to the arbitrator under the applicable JAMS rules. The place of arbitration will be Dallas, Texas. Any court with jurisdiction over the parties may enforce the arbitrator's award.

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e. *Class Action Waiver*. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OWNER AND SOL-ARK EACH AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND NEITHER OWNER NOR SOL-ARK WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. CLASS ACTIONS AND CLASS ARBITRATIONS ARE NOT PERMITTED; for example, Owner may bring a claim only on Owner's own behalf and cannot seek relief that would affect other users of Sol-Ark products or services. Nor may an arbitrator consolidate arbitrations unless all parties agree. If there is a final judicial determination that the limitations of this paragraph are unenforceable as to a particular claim or a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief will be decided by a court after all other claims and requests for relief are arbitrated.

f. *Mass Arbitrations*. If ten (10) or more claimants submit similar Notices of Dispute or file similar arbitrations and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration in stages using staged bellwether proceedings. Owner agrees to do this even though the resolution of some claims might be delayed. In the first stage, the parties will select up to five (5) cases to be filed in arbitration and resolved by separate arbitrators. In the meantime, no other cases may be filed in arbitration. Nor may the arbitration provider accept, administer or demand payment for fees for other arbitrations. If the remaining cases are not settled after the first stage is done, the parties will repeat the process. These staged bellwether proceedings will continue until all cases are resolved. If this subsection applies to a Notice of Dispute, any statute of limitations applicable to the listed claims will be tolled from the time the first cases are selected for bellwether proceedings until the claimant's Notice of Dispute is selected for a bellwether proceeding or otherwise resolved. A court will have the authority to enforce this subsection, including the power to enjoin the filing or prosecution of arbitrations or assessment of related fees.

g. *Arbitration Procedures*. Any arbitration will be conducted by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures ("JAMS Rules") in effect at the time the Dispute is filed. Owner may request a telephonic or in-person hearing by following the JAMS Rules. In a dispute involving $10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. To the extent the forum provided by JAMS is unavailable, Sol-Ark and Owner each agree to select a mutually agreeable alternative dispute resolution service and that such alternative dispute resolution service will apply the JAMS Rules. Subject to the limitations of liability contained herein, the arbitrator may award the same damages to Owner individually as a court could. The arbitrator may award declaratory or injunctive relief only to the Owner individually, and only to the extent required to satisfy an Owner's individual claim.

h. *Arbitration Fees*. Whoever files the arbitration will pay the initial filing fee. If Sol-Ark files, then Sol-Ark will pay; if Owner files, then Owner will pay unless Owner gets a fee waiver under the applicable arbitration rules. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses (including attorney's fees) from another party if the arbitrator, applying applicable law, so determines.

i. *Filing Period*. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY DISPUTE UNDER THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR IN AN ARBITRATION PROCEEDING. The one-year period begins on the earliest date when any of the events giving rise to the Dispute first occur. If a Dispute is not submitted within one year, the Dispute (including claims, actions or proceedings underlying or related to that Dispute) is permanently barred and Owner hereby expressly agrees and covenants no to assert against Sol-Ark any matter related to a Dispute (including claims, actions or proceedings underlying or related to that Dispute) that is permanently barred by this provision.. This period can only be extended by the written consent of

both parties. No statutes or provisions of law that would toll or otherwise affect the time in which a party may bring a Dispute (including claims, actions or proceedings and underlying or related to that Dispute) will operate to extend the period limited in this Section 12, and any such statutes and provisions are hereby waived, to the fullest extent permissible under applicable law.

j. *Enforceability*. If the waiver of class actions above is found unenforceable, or this entire Section 12 is found unenforceable, then this entire Section 12 will be null and void. If that happens, Owner and Sol-Ark agree that Section 11 on Exclusive Jurisdiction and Governing Law will govern and control any Dispute.

k. ALL SOL-ARK PARTIES ARE INTENDED THIRD-PARTY BENEFICIARIES OF THE ARBITRATION CLAUSES IN THIS SECTION 12.

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Exhibit A:

Battery Capacity Testing Method

The following test method is to be used when the battery is new and is first commissioned to determine the actual Initial Energy Capacity in kWh of the battery, as compared to the Initial Energy Capacity stated in Section 3a of this Limited Warranty.

Test Equipment Needed:

Battery cycler or DC electronic load and lithium-ion battery charger suitable for the voltage and current levels outlined in Table 1, capable of CC-CV charging and constant current discharging.
Calibrated Volt-Meter and DC Amp-Meter
Thermocouple connected to a measurement device to measure battery temperature on the outside of the battery module casing.
Data logging tool or software able to sample the following data at a rate of 5 Hz: Battery Voltage, Battery Current, Battery Temperature, and Timestamp for the duration of the test.

Equipment Measurement Accuracy:

Voltage Accuracy:
- ±0.5% accuracy or better
- Use a digital multimeter (DMM) with 6.5 digits of resolution or battery cycler/analyzer with equivalent accuracy

Current Accuracy:
- ±0.5% full scale accuracy or better
- Use programmable DC electronic load or battery cycler/analyzer

Temperature Accuracy:
- ±2˚C accuracy on temperature chamber/enclosure
- ±1˚C accuracy or better on thermocouple contacting the battery

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Test Instructions:

An ambient temperature of 25˚C ±3C must be maintained throughout the duration of this test:

1. Discharge the battery under a Constant Current (as specified) rate until the battery reaches End of Discharge Voltage ("EODV") in Table 1.
2. Wait for 30 minutes after the End of Discharge as specified in Item 1.

Begin Charge Test Section:

3. To begin the charging capacity test, charge the battery using a Constant Current "CC" (as specified) until the battery voltage, as measured at the battery output terminals, reaches the Constant Voltage value (as specified).
4. Once the battery has reached the Constant Voltage value, the battery cycling equipment should transition to a Constant Voltage "CV" charging stage until the output current of the battery cycling equipment reaches 5% or less of the Battery Nominal Amp-hour rating.
5. The battery Charged Useable Energy in kWh equals: (X) the integral of the Charge Current multiplied by (Y) the Battery Voltage over the duration of the test.
6. After completing the steps in Item 5, wait for 30 minutes.

Begin Discharge Test Section:

7. To begin the discharge capacity test, discharge the battery with Constant Current until the earlier of the following (1) it reaches EODV (as specified) or (2) the Battery Management Unit opens the contactors of the battery, as indicated by a lack of voltage on the battery terminals.
8. The battery Discharged Useable Energy in kWh equals: (X) the integral of the Discharge Current multiplied by (Y) the Battery Voltage over the duration of the test.
9. Repeat the above Steps 1 through 8 a minimum of two more times and average the resulting values for Charged Useable Energy and Discharged Useable Energy to arrive at the measured battery Useable Energy Capacity.

Table 1 – Battery Capacity Testing

Sol-Ark Product/Model Number/SKU	End of Discharge Voltage (Vdc)	Constant Voltage (Vdc)	Constant Current (Adc)	Battery Nominal Amp-hour Rating (Ah)
L3 HVR-60 L3-HVR-60KWH	499.2V	684V	20A	100

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Exhibit B:

Battery Performance Refund Calculation

The following calculations describe how a refund amount would be calculated for batteries that fail to meet minimum Aggregate Energy Throughput, as defined in Section 3, at any point within the Limited Warranty period as defined in Section 1 of the Limited Warranty.

Option 1:

Calculate the refund amount based on difference between the Measured Energy Throughput from the Battery Management Unit vs the Warranted Energy Throughput (as defined in the Performance Ratings Table) in Megawatt-hours as shown below:

$$Refund\ Amount = \frac{Purchase\ Price \times (Warranted_{EnergyThroughput} - BMS_{EnergyThroughput})}{Warranted_{EnergyThroughput}}$$

Example calculation, using Option 1:

$$\$2,076.92 = \frac{\$27,000 \times (130MWh - 120MWh)}{130MWh}$$

Option 2:

If Sol-Ark determines that the Product is completely inoperable and not subject to repair, Sol-Ark will calculate the refund amount as follows:

Calculate the refund amount based on difference between the Remaining Warranty Months vs the Total Warranty period of 120 months (10 years), as shown below:

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