

Product Warranty

For the purposes of this Warranty the following definitions apply:

"Consumer" the end consumer which has purchased the PolarESS Products from the Customer or an installer pursuant to the Terms and Conditions.

"Documentation" means the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine readable forms supplied by the Supplier in relation to the PolarESS Products.

"Force Majeure Event" means any circumstance not within a party's reasonable control including:

- i) acts of God, flood, drought, earthquake or other natural disaster;
- ii) epidemic or pandemic;
- iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- iv) nuclear, chemical or biological contamination or sonic boom;
- v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quote or prohibition, or failing to grant a necessary licence or consent;
- vi) collapse of buildings, fire, explosion, accident or temperatures outside of the product specifications;
- vii) dropped equipment;
- viii) any labour or trade dispute, strikes, industrial action or lockouts; and
- ix) interruption or failure of utility service or electrical surge.

"PolarESS Products" means the domestic and commercial battery products and other hardware products which are supplied to the Customer by the Supplier or installer.

"Date of sale" means:

- i) where the PolarESS Product is purchased by a customer

"Maximum Consumption Usage"

- i) Unlimited cycles when used for self consumption of renewable generation or energy charged from the grid; or
- ii) When controlled by a 3rd party or used for grid trading*, a fair use allowance of 3MWh/1kWh stored capacity applies.

**Grid trading refers to the system being used to offer services to the grid whether or not for financial gain.*

or as notified by the Supplier to the Customer from time to time.

"Specification" the specification of the PolarESS Products, including any related plans or drawings, that is provided by PolarESS Ltd or its authorised representative to the Customer at the time of purchase.

"Supplier" means PolarESS Ltd (company registration number 11571089) of Osprey House, Brymbo Road, Lymedale Business Park, Newcastle, Staffordshire, England, ST5 9HX.

"System Owner" the customer which has purchased the PolarESS Products from the Supplier or an installer pursuant to the Terms and Conditions.

"Terms and Conditions" means the Supplier's Consumer Terms.

"Warranty Period" means, in relation to each PolarESS Product, the shorter of:

PolarESS Product	Time Period
Battery – ALPS-BA5.2	5 years from the Date of sale
Inverter ALPS-HY3.6 Inverter ALPS-HY4.6 Inverter ALPS-HY6.0	5 years from the Date of sale
All other PolarESS Products (including "din rail mounted" parts)	12 months statutory warranty

1. The Terms and Conditions shall apply to this warranty. Unless expressly provided otherwise, expressions used in this warranty shall have the same meaning as in the Terms and Conditions and the rules of interpretation set out in the Terms and Conditions apply to this warranty.
2. The Supplier warrants that for the Warranty Period, the PolarESS Products will correspond with the Specification and will be free from material defects in design, materials and workmanship, except to the extent otherwise apparent or disclosed to the Customer as at the Installation Date.
3. The Supplier guarantees that each PolarESS Product will retain 70% of its useable capacity for the Warranty Period.
4. The above warranty is given by the Supplier subject to the following conditions:
 - a. the Supplier shall be under no liability in respect of any defect in the PolarESS Products arising from any drawing, design or specification supplied by the Customer;
 - b. the Supplier shall not be liable for any indirect, consequential, or incidental damages (financial or otherwise) arising out of the use or inability to use PolarESS Products;
 - c. the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence (but not Supplier's negligence), abnormal working conditions, failure to follow the Supplier's reasonable instructions (whether oral or in writing) and Documentation, failure to properly maintain the PolarESS Products, misuse or alteration or repair of the PolarESS Products without the Supplier's written approval or Force Majeure Event;
 - d. the Supplier shall be under no liability in respect of any defect arising out of any act or omission of any third party, including any installer approved by the Supplier;
 - e. the above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier;
 - f. the PolarESS Product is to be serviced by the Supplier or its authorised representative only;
 - g. no alterations or dismantlement of the PolarESS Product have been made;
 - h. the PolarESS Product shall only be used in accordance with the Supplier's operating instructions and manual;
 - i. the PolarESS Products are not intended to provide primary energy supply, to support medical or any other life support equipment. The Supplier, to the extent

permitted by law, will not accept any liability arising from the use of PolarESS Products for such unintended use;

j. the Customer ceases to use the PolarESS Product immediately on becoming aware of any defect in the PolarESS Product;

k. the Supplier has not been required to make any change to the PolarESS Product to comply with applicable statutory or regulatory requirements; and

l. the Customer has complied with the terms of this warranty document in full.

5. The warranty is transferrable to subsequent owners on condition that:

- a. the new owner provides proof of purchase as well as proof of ownership to PolarESS;
- b. the product remains at the original installation location.
- c. Essential firmware updates are installed in a timely manner which can be accessed from the Polar ESS website, from web support or if signed up to connected software services can be done remotely.

6. In order to provide the full coverage of the Warranty Period, the Supplier requires the system to be fully installed to the PolarESS installation specifications. If not, this may revert to a 12-month standard warranty from the date of sale.

7. Any claim by the Customer that the PolarESS Product does not comply with the warranty at clause 2 shall be made in writing and shall be notified to the Supplier immediately upon the earlier of the defect occurring or, if not apparent on reasonable inspection, the Customer becoming aware of the defect. If the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the PolarESS Products and the Supplier shall have no liability for such defect or failure and the Customer shall be bound to pay the fees as set out in the order.

8. The Customer shall:

- a. not exceed the Maximum Consumption Usage;
- b. notify the Supplier of any claim under this Warranty within 30 days of the Delivery Date or where the defect or failure was not apparent on reasonably inspection within 30 days after discovery of the defect or failure;
- c. give the Supplier a reasonable opportunity to examine the PolarESS Products; and
- d. (if asked to do so by the Supplier) return the PolarESS Products to the Supplier's place of business at the Supplier's cost (such cost being refundable in the event that the PolarESS Products are deemed defective by the Supplier acting reasonably).



9. If, acting reasonably, the Supplier deems that the PolarESS Products do not comply with the warranty set out in clause 2, the Supplier shall, at its option, repair or replace the defective PolarESS Products, or refund the price of the defective PolarESS Products in full.
10. Except as provided in this Warranty, the Supplier shall have no liability to the Customer in respect of the PolarESS Products' failure to comply with the warranty set out in clause 2.
11. This Warranty shall continue from the original warranty start date for any repaired or replacement PolarESS Products supplied by PolarESS under the warranty herein.
12. Notwithstanding any other provision in the Terms and Conditions, and to the fullest extent permitted by law, this Warranty shall not apply and the Customer shall not have the benefit of this Warranty, unless and until the Customer has paid in full all amounts owing to the Supplier. The warranty will be transferred from the system owner to the consumer once payment for the products have been paid in full.
13. For the avoidance of doubt, the Supplier reserves the right to charge for any additional work or repairs which are required to a PolarESS Product which are not within the scope of the above warranty.

