

## Product Quality Assurance Statement

### 1. Scope of application

This statement is applicable to the product quality assurance and after-sales guarantee provided by our company to customers.

### 2. Warranty commitment

#### 2.1 Starting point of warranty

The Warranty shall commence on the earlier of the following dates ( "Commencement Date"):

- a) The date of delivery of the Products;
- b) The 180th calendar day after the date of shipment from our factory (as evidenced by the bill of lading or factory shipment records);

#### 2.2 Warranty period

- a) EVE warrants that, under normal use of the Product in accordance with the manuals provided by EVE, the Product will retain (I) at least seventy percent (70%) of the rated power for a period of ten (10) years; or (II) the minimum throughput energy calculated from the Commencement Date, whichever occurs first.
- b) Minimum Throughput Energy is the total output energy of the product as recorded in the Product Control Module.
- c) Set the rated power and minimum throughput energy for each product model, as shown in the following table:

EVE Energy Storage System Model List

| Covered product | Rated Energy | Battery Module QTY | Minimum Throughput Energy (MWh) |
|-----------------|--------------|--------------------|---------------------------------|
| SR008D-314      | 8.0kWh       | 1                  | 24.35                           |
| SR016D-314      | 16.0kWh      | 2                  | 48.70                           |
| SR024D-314      | 24.0kWh      | 3                  | 73.05                           |
| SR032D-314      | 32.0kWh      | 4                  | 97.40                           |
| SR040D-314      | 40.0kWh      | 5                  | 121.75                          |
| SR048D-314      | 48.0kWh      | 6                  | 146.10                          |

In addition to the above host products, EVE provides a warranty period of 1 year for consumable accessories such as fuses.

The battery shall be used in accordance with the specifications provided by EVE and

the operating conditions in the installation manual. For the purposes of this limited warranty, the available energy is measured and calculated using the following test methods and values:

Ambient temperature is between 25 °C and 28 °C:

- a) discharge that battery with a constant power of 0.5P until the battery reach the discharge termination voltage or its self-protection voltage.
- b) wait for 30 minutes.
- c) charge that battery with a constant power of 0.5P until the battery reach a charging voltage or 100% SOC.
- d) wait 30 minutes.
- e) And (5) performing 0.25 P constant power discharge on the battery until the battery reaches the discharge termination voltage or the self-protection voltage, and recording the electric quantity released in the discharge process as the remaining available energy of the battery.

### **2.3 Warranty Exclusions**

The warranty of this statement does not apply to the following:

- a) Defects or defects caused by the customer's own design and manufacturing problems, improper transportation, handling, loading and unloading, storage, installation, commissioning, maintenance and use (not in accordance with the requirements of the agreement agreed by both parties);
- b) Defects or defects caused by external influences (including but not limited to air pollution, sea breeze and sulfur corrosion, smoke, acid rain or other pollutants or vandalism);
- c) Defects or defects caused by electrical compatibility, electromagnetic interference, power factor, signal integrity and other problems between other equipment not supplied by the company;
- d) Any flaw or defect caused by the lack of necessary protective measures (including but not limited to short circuit protection, safety control strategy, fire emergency) or problems in protective measures designed by the customer;
- e) Defect or defect of the product caused by any change made by the customer to the product without the consent of the company;
- f) Force Majeure events or other acts of God, such as fire, flood, earthquake or terrorism, war;
- g) Product defects or defects caused by failure to use and maintain in accordance with the company's technical documents, installation and commissioning, use and maintenance instructions;

- h) The customer fails to perform the corresponding obligations in accordance with Article 2.4 of this statement.

## **2.4 Customer Obligations**

- a) Within 6 months after the product arrives at the customer or its partner, the customer shall charge and discharge the product completely at least once;
- b) The customer shall provide the effective data (effective data: cell voltage, temperature of temperature collection point, current, SOC, cumulative charging quantity, cumulative discharge quantity, insulation detection, fault record, and the sampling interval of cell voltage, temperature of temperature collection point, current and other data  $\leq 5s$ ) 3 months before the fault occurs, so as to facilitate the fault analysis of both parties;
- c) During the operation of the product, if the battery system is shut down for more than 3 months due to other reasons, the customer or its partner shall charge and discharge the product completely at least once every three months;
- d) The customer shall comply with the technical agreement, specifications and precautions or prohibitions listed in the use and maintenance instructions agreed by both parties;
- e) The customer shall obtain the written approval of the company for the certification test of the product by himself or by entrusting a third party.

## **3. After-sales service measures**

During the period from the date of commencement of the warranty period to the date of expiration of the warranty period, if the Company is responsible for any quality problem of the product, the Company shall take the following remedial measures:

### **a) Maintenance**

The Company shall repair the products with quality problems, and the relevant expenses incurred shall be borne by the Company after confirmation by both parties.

### **b) Replacement**

If the Company fails to solve the quality problems after repairing the products with quality problems, the Company shall replace the products with quality problems free of charge, and the relevant expenses incurred shall be borne by the Company after confirmation by both parties. Replacement only refers to the replacement of the smallest maintenance unit with failure, excluding other services in the replacement process.

## **4. Dispute Expert Determination**

During the product acceptance period and the product warranty period, if both parties fail to reach an agreement on the product quality dispute, the objecting party shall entrust a qualified third party organization confirmed and recognized by both parties



to identify the disputed part, and both parties shall confirm the identification procedures, samples to be submitted for identification, identification methods, standards and other identification matters, and the expenses shall be paid by the objecting party. The final appraisal fee shall be borne by the responsible party.

## **5. Limitation of Liability**

To the extent permitted by applicable law(s), EVE does not assume any liability for any loss of, damage to or corruption of data, for any loss of profit, loss of use of battery systems or functionality, loss of business, loss of contracts, loss of revenue or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage, or punitive loss or damage. To the extent permitted by applicable law, EVE's liability shall not exceed the purchase value of the battery product supplied by EVE. The above limitations shall not apply in case of gross negligence or intentional misconduct of EVE or in case of death or personal injury resulting from EVE's proven negligence.

## **6. Warranty Disclaimer**

General Warranty Statement. The warranties set forth in this document constitute general representations only and are subject to the specific terms, conditions, limitations, and exclusions that shall be set forth in the separate warranty agreement between the parties (the "Warranty Agreement").

## **7. Final warranty obligations**

**7.1 Superseding Effect.** To the extent any conflict or inconsistency exists between the general warranty statements in this Agreement and the specific terms of the Warranty Agreement, the terms of the Warranty Agreement shall control and supersede.

**7.2 No Implied Expansion.** Nothing in this Section or elsewhere in this Agreement shall be construed to expand, modify, or supplement the warranty obligations set forth in the Warranty Agreement.

**7.3 Disclaimer of Other Warranties.** Except as expressly set forth in the Warranty Agreement, EVE makes no warranties, express or implied, including without limitation:

- a) Any implied warranty of merchantability.
- b) Any implied warranty of fitness for a particular purpose.
- c) Any implied warranty of title or non-infringement.
- d) Any warranty arising from course of dealing, course of performance, or usage of trade.



Issuer of the statement (seal):

Signature of authorized representative: \_\_\_\_\_.

Date