



4. In the event that a replacement product is not available, Enercap may offer, at its option, credit equivalent to the remaining depreciated value of the Product to be applied to the purchase of a new product. The remaining depreciated value of the Product is determined by:

Residual value = (Purchase Price / Limited Warranty Period applicable in months) x (Limited Warranty Period applicable in months – month since first installation), where Purchase Price is defined by the price paid, in local currency, by the Reseller to Enercap.

5. **Non-transferability.** This Limited Warranty is non-transferable and extends only to the original Buyer and not to any subsequent purchaser or owner of the Product. In the event that any one or more of the above Limited Warranty Conditions is not satisfied or the Product has been subjected to any of the scenarios within the Limited Warranty Exclusions, Enercap shall have no liability under this Limited Warranty whatsoever. All claims by Buyer for damages not affecting the Product itself, such as, but not limited to, loss of use, loss of orders, loss of profits, claims by third parties or claims for indirect or consequential damages, irrespective of the legal basis for such claims, shall be excluded. **NO EMPLOYEE OR REPRESENTATIVE OF ENERCAP OR RESELLER IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY FOR ANY PRODUCT EXCEPT VIA A FORMAL WRITTEN AMENDMENT TO THESE TERMS BY ENERCAP.**
6. **Returns.** Buyer may return only a Product which fails to conform to the Limited Warranty set forth above in the event that, in the sole discretion of Enercap, a repair or replacement is not possible or viable and Buyer has obtained a Return Material Authorization (RMA) number from Enercap or the Reseller prior to returning any allegedly defective Product to Enercap or the Reseller; All other returns if accepted shall be subject to Reseller and Enercap's standard restocking policy and restocking fee.
7. **Software.** Any software incorporated into or provided for use in a Product is not sold, but rather is licensed solely for use in that Product and is subject to a separate end-user license agreement ("EULA"), a copy of which was provided with the Product. The terms and conditions of the EULA are required to be accepted by Buyer in connection with the purchase of the Product. Buyer's failure to accept the terms and conditions of the EULA voids this Limited Warranty in its entirety.
8. **Connection to the Internet.** By installing the Product and connecting it to the Internet, the Buyer acknowledges that Enercap may monitor the use and condition of the product and, from time to time, update the Product through remote upgrades to software and firmware of the Product., without further notice to the Buyer. The Product must be connected to the Internet for at least 60 per cent of the time. If the Product is not connected to the Internet for at least 60 per cent of the time between start of this Limited Warranty and the first warranty claim under this Limited Warranty, or between any two subsequent warranty claims, this Limited Warranty is voided and Enercap shall have no liability under this Limited Warranty whatsoever. The Buyer acknowledges that monitoring condition and installation of remote upgrades are essential for the Limited Warranty and that remote upgrades may interrupt the operation of the Product for a limited period. In some instances (e.g., if the internet is temporarily down or not available), Enercap may require physical access to Product's storage device on which data logs are stored. This data must be made available to process any warranty claims. If this data is not made available, Enercap reserves the right to reject any and all warranty claims. Further, if there is a critical need to update hardware/firmware/software on any component for any reason, access must be provided within a reasonable time to update locally.
9. **Limited Liability.** SUBJECT TO ANY LIMITATIONS UNDER APPLICABLE LAW, ENERCAP WILL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. UNDER NO CIRCUMSTANCES SHALL ENERCAP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. ENERCAP'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT WHICH GAVE RISE TO THE CLAIM. BUYER FURTHER ACKNOWLEDGES THAT THE PRICING AND TERMS OF THE PRODUCT WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK.
10. **High Risk Activities Indemnity.** The Product is not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance where the failure of the product could lead to death, personal injury, or significant physical or environmental damage ("High Risk Activities"). Use of the Product in High Risk Activities is expressly not authorized, and Buyer shall indemnify and hold harmless, Enercap and its affiliates and Enercap's directors, employees, and shareholders from any liability, damages, costs and expenses (including, without limitation, the costs and fees of attorneys and other professionals) arising from or relating to Buyer's use of the Product in High Risk Activities or any use of the Product by any third party obtaining use or exposure to the Product through Buyer in connection with High Risk Activities.

**ANNEXURE A**

Encap model number:

Encap Module Serial numbers:

ANNEXURE B

**Conditions of Use and associated Limited Warranty Period.** The warranty period is dependent on the conditions of use of the Product, such as cycle settings, cycles per day, ambient temperature, charge / discharge rates, among other things. The table below defines the Company’s standard warranty terms under common conditions of use. To achieve the specified warranty terms (the Limited Warranty Period and capacity at the end of Limited Warranty Period), the Product must be operated under the following conditions of use:

Conditions of Use					Warranty Terms	
Cycle Setting	Cycles per Day	Operating Temperature Range	Maximum Continuous Current		Limited Warranty Period (Years)	Capacity (% of original capacity at the end of Limited Warranty Period)
			Max Charge Current at Temperature T (°C)	Max Discharge Current at Temperature T (°C)		
LVD: 43.2VDC HVD: 60.2VDC	≤1	-30°C to +70°C	See Product’s Technical Data Sheet	See Product’s Technical Data Sheet	15	100%
LVD: 43.2VDC HVD: 60.2VDC	>1 and ≤4	-30°C to +70°C			10	≥95%
LVD: 43.2VDC HVD: 60.2VDC	>4 and ≤5	-30°C to +70°C			5	≥95%
LVD: 46VDC HVD: 58VDC	≤4	-30°C to +70°C			15	≥95%

- Non-standard Conditions of Use.** If the Product is to be operated outside or at rates higher than the conditions of use described in the table above, the warranty may be voided or will require an evaluation. Please contact your Reseller, or the Company, to discuss your warranty options if you expect the Product to be operated outside or at rates higher than the conditions of use described in the table above.
- Variable Cycling.** If the Product is cycled differently on different days, then the Company will assign the usage category (“Cycles per Day”) solely based on the internal logs of the Product, and on the basis of the category cycled at least 50% of the time.

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