

## StB Gigafactory Limited Product Warranty

Effective date: [#####]

### 1. Warranted Products

This limited product and performance warranty ("**Limited Warranty**") applies to the product(s) set out in Schedule 1 attached hereto manufactured by StB Gigafactory Inc. ("**StB Giga**") for installation(s) and operation(s) by customers (each a "**Buyer**"): (each a "**Product**" and together, the "**Products**").

The low-voltage and high-voltage battery Products within the scope of this Limited Warranty are not suitable for supplying power to medical equipment.

The Buyer must comply with all instructions and conditions contained in the manual provided at the time of purchase.

### 2. Limited Warranty

#### a. Limited Product Warranty

StB Giga warrants that for the period, set out in **Schedule 1** attached hereto (the "**Limited Warranty Period**") , commencing on the Warranty Start Date (as defined below) the Products will be free from defects in the materials, workmanship, or design of the Products that materially impede their functioning.

Any deterioration in the appearance of the Product(s) (including, without limitation, any scratches, stains, mechanical wear, rust, or mold) or any other changes to the Product(s) which occur after delivery to the Buyer, do not constitute a defect under this Limited Warranty. The rights of the Buyer under Section 2(b) shall remain unaffected.

#### b. Limited Performance Guarantee:

StB Giga warrants that the battery system will have the minimum throughput discharge energy per kWh of nameplate energy capacity and energy capacity retention as a percentage of the nameplate energy capacity as set out in Schedule 2 attached hereto over the Limited Warranty Period:

The Buyer's use of the Product must meet the operating conditions specified herein and in the detailed description of the Product, including but not limited to, its design, dimensions, materials, quality standards, performance criteria, and any other technical requirements ("**Product Specifications**") set out in \_Schedule 1, attached hereto and the certain Product manual provided by StB Giga to the Buyer at the time of Product purchase, which provides detailed instructions and information about the Product, including guidance on how to use the Product, safety instructions, Product Specifications, troubleshooting tips and maintenance guidelines, such manual being updated from time to time by StB Giga as may be required [with a link to such updated manual found at: -----] – to be reserved for future use as no web link currently available] ("**Product Manual**").

The calculation and measurement of energy capacity retention are carried out using the following testing conditions:

- Ambient temperature between 25-28 °C, with the BMS showing a temperature of 25-28 °C;
- Battery is discharged at 0.2C until it reaches the cut-off voltage or the battery stops discharging due to protection mechanisms; the battery is then charged at 0.2C until it reaches 100% SOC or the cut-off voltage
- Battery is discharged again at 0.2C until it reaches the cut-off voltage or stops discharging due to protection mechanisms
- The amount of energy discharged recorded divided by the nameplate energy capacity is the energy capacity retention.

### **3. Warranty Start Date**

The Warranty Start Date is defined as the earlier of the following:

- The date of on-site installation, commissioning, and registration of the Product; and
- Subject to evidence of corresponding product invoices, the date when the Product reaches the installation location.

If proof of any of the above cannot be provided to verify the start date, the Warranty Start Date is six (6) months after the date of production and manufacturing of the Product.

### **4. Warranty Conditions**

The Limited Warranty is subject to the following conditions:

#### **a. Operating Environment Limitations:**

Product must be operating under the following conditions for StB Giga to honor this Limited Warranty:

1. If the Product is not installed or used immediately, its storage environment needs to meet the following conditions
  - a. Storage SOC: 20%~50% SOC. Charge and discharge the Product battery every 3 months.
  - b. Storage temperature: -25°C~35°C (within 6 months) or 35°C~50°C (within 1 month).
  - c. Storage humidity: 5% RH~95% RH (no condensation). If the Product is damp or condensation is found, do not install it.
  - d. Place the Product in a cool place, avoiding direct sunlight and rain.
  - e. Equipment should be kept away from flammable, explosive, and corrosive substances.
2. The ambient temperature during Product operation shall not be lower than -10°C (6°F) or higher than 45°C (121°F).
3. The Product should be installed by skilled and trained installation personnel who must meet local electrical regulations and obtain qualifications.
4. The installation location of the Product must be ventilated according to the requirements specified in the user manual and installation guide.

5. In order to provide a Limited Warranty for the Product and subsequent normal use, StB Giga will update your device and perform firmware upgrades. These upgrades may briefly interrupt the operation of the device. The upgrade process requires the user to provide the necessary network and communication connection devices and ensure that the Product is in a safe state that can be upgraded. If the user is unable to provide the necessary upgrade conditions, we may not be able to fulfill the full Limited Warranty commitment.

**(b) Limitation on Operation:**

If the Buyer violates any of the following regulations, the Limited Warranty will not apply:

- The Product shall not be used in radiation control equipment, nuclear reactors, facilities related to nuclear safety or nuclear power purposes, or equipment that may come into direct contact with patients.
- The Product shall not be used for power supply of medical equipment or life support equipment.
- The Product is not allowed to be used or installed in mobile areas, such as airplanes, ships (boats, small boats, yachts), cars, or trains. The product can only be used for fixed storage installation applications.

**5. Warranty scope:**

If a malfunction is reported within the warranty period, StB Giga will decide based on specific circumstances to undertake one or both of the following actions:

- Resolve faults by changing configurations or updating software
- Update products or spare parts to solve product malfunctions

If the Product is repaired or replaced with a component, the warranty period for the remaining components will continue to be valid.

a. As the Buyer's sole and exclusive remedy under this Limited Warranty (though Buyer should note paragraph 5(e) below regarding the potential existence of other statutory rights) StB Giga will, at its sole discretion, either, with regard to the applicable Product (or component thereof):

- i. refund the current market price of the relevant Product(s) (or its successor product); or
- ii. repair the defective Product(s) at no charge (subject to the following paragraph); or
- iii. replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject to the following paragraph).

In the event that StB Giga opts for options (ii) or (iii), StB Giga shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to StB Giga and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim reimbursement by StB Giga for these charges by providing proof to StB Giga that these charges were incurred, e.g. an invoice from the relevant service provider). The costs and expenses for the removal, installation or reinstallation shall remain with Buyer.

b. The Limited Warranty Period shall not extend or renew upon the repair or replacement of a defective Product by StB Giga. The warranty period for replaced or repaired Product(s) is the remainder of the Limited Warranty Period on the original Product(s) (calculated from the original Warranty Start Date).

c) Except as provided by applicable statutory law, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by StB Giga applicable to the Products. All other claims under this Limited Warranty against StB Giga shall be excluded. To the maximum extent permitted by law, StB Giga shall not be liable or responsible for any special, direct, indirect, incidental or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages), losses, costs or expenses, whether such claims are based in contract, warranty, negligence or tort, including but not limited to any type of economic loss, any loss or property damage, or any personal injury. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.

d) To the maximum extent permitted by law, StB Giga's liability for a single Product arising from or related to a claim under this Limited Warranty shall not exceed 100% of the purchase price paid to StB Giga for the Product.

e) BUYER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY, AND MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS BUYER MAY HAVE UNDER THE LAWS OF THE JURISDICTION GOVERNING THE SALE OF THE PRODUCTS.

## **6. Exclusions and Limitations**

### **a. Items not covered:**

The Limited Warranty for the Product(s) does not cover defects or damage caused by the following reasons:

- Failure to pay the purchase price for the Product(s) to StB Giga when, (i) the payment was due does not entitle the Buyer to withhold the purchase price or any part payment of the purchase price as a means of offsetting any repair or replacement costs. StB Giga may reject any claim under this Limited Warranty based on the Buyer's failure to pay in full for the Product, unless the Buyer pays to StB Giga the amount not paid, within 5 days of receiving notice of non-payment from StBGiga, in order to trigger the Limited Warranty claims.
- Failure to comply with StB Giga's specifications herein and in the Product Manual for the proper installation or use of the Product(s).
- Use of the Product(s) does not comply with normal operating procedures.
- Unauthorized disassembly, repair, service, alteration, or modification of the Product(s), including service by technicians who are not qualified under the relevant laws and regulations at the place of installation.
- The Product(s) type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of StB Giga).
- Misuse, abuse, intentional damage, maintenance, or installation, including but not limited to:
  - Failure to meet the electrical parameters required by the safe operating environment or external written system requirements.
  - Not following the installation guide, user manual or other user instructions for operation of the Product(s).
  - System handling and installation methods that do not meet StB Giga requirements.

- Damage to the Product caused by other equipment in the system.
- Improper storage, transportation, handling, or use of Product(s) and force majeure events.
- Exposure to voltage in excess to the maximum system voltage or power surges;
- Defective components in the construction on which the Product is mounted.
- Exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, mold, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, a Force Majeure event (see paragraph 8 below) , or influence from chemical products;
- Use of the Product(s) in such a manner as to infringe StB Giga's or any third party's intellectual property rights (e.g. patents, trademarks). Parallel importation, which is defined as subsequent sale without the consent of StB Giga from the country in which the Product(s) were first put on the market to another country, is regarded as an infringement of StB Giga's intellectual property rights.
- The Limited Warranty does not cover appearance damage or surface defects, dents, or scratches that do not affect the normal operation of the product

#### **7. Claim process:**

Customers can file a claim under the Limited Warranty terms of the Product upon discovering any non-conforming or defective products. Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the defect within the period of the Limited Warranty. Claims must be directed through the After-sales Service Center.

StB Giga After-sales Service Center contact information is set out in Schedule 3 attached hereto:

The following information is required to be lodged with any claim:

- Product model
- Product ID
- System configuration information
- Warranty Start Time
- Installation location
- Original invoice
- Date of discovery of the defect
- Description of non-conformities or defects, alarm codes, etc.

StB Giga may request that the Buyer provides more detailed information based on the fault situation. StB Giga will test the Product and may recommend that installation personnel take photos for verification purposes. The return of any defective Product(s) will not be accepted unless prior written authorization has been given by StB Giga.

#### **8. Force Majeure**

StB Giga shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots,

strikes, pandemic, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

#### **9. Warranty Assignment**

This Limited Warranty is transferrable when the Products remain installed in their original installation location.

#### **10. Validity**

This Limited Warranty shall apply to Product(s) (a) manufactured after [DATE] and (b) delivered to the Buyer after [DATE].

This Limited Warranty shall be valid until a new version is issued by StB Giga.

#### **11. Miscellaneous**

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

#### **12. Applicable Law and Jurisdiction:**

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and StB Giga shall be governed by the laws of the country of the original installation location of the Product(s), to the exclusion of that country's conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other uniform law.

Any dispute arising out of or in connection with this Limited Warranty, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English. To the extent permitted by applicable law and the SIAC Rules, the arbitration hearing(s) may be conducted remotely via appropriate videoconferencing technology. Any remote arbitration proceeding shall utilize appropriate videoconferencing software with sufficient security settings to protect the confidentiality of the arbitration and the ability to share the computer screen so that exhibits and other documents may be displayed.

## Schedule 1

### Product and Product Specifications


Limited Warranty Period: means in respect of [all Products set forth above a period of [x] years] or [Products [a], [b], [c] set forth above a period of [x] years and for [Products [d], [e], and [f] set forth above a period of [x] years]

## Schedule 2

Minimum throughput discharge energy per kWh of nameplate energy capacity and energy capacity retention as a percentage of the nameplate energy capacity

Years following Warranty Start Date	Minimum throughput discharge energy	Energy capacity retention (%)
1	xxx	xxx
2	xxx	xxx
3	xxx	xxx
4	xxx	xxx
5	xxx	xxx
6	xxx	xxx
7	xxx	xxx
8	xxx	xxx
9	xxx	xxx
10	xxx	xxx



### Schedule 3

#### StB Giga After-sales Service Center contact information

Email: xxx

Address: xxx

Phone Number;