DISCOVER ENERGY SYSTEMS

AES CABINET WARRANTY POLICY

TRANSFERABLE
LIMITED PERFORMANCE WARRANTY

SUBJECT TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, DISCOVER ENERGY SYSTEMS CORP. ("DISCOVER"), TOGETHER WITH ITS AGENTS, DEALERS AND DISTRIBUTORS, EXTENDS A LIMITED WARRANTY TO THE ORIGINAL PURCHASER ("PURCHASER") THAT THE PRODUCT(S) IDENTIFIED IN TABLE 1 ATTACHED HERETO ("PRODUCTS") WILL BE FREE FROM MANUFACTURING DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL APPLICATION, INSTALLATION, USE, AND SERVICE CONDITIONS FOR THE EARLIER OF THE APPLICABLE "WARRANTY PERIOD" OR "TOTAL ENERGY THROUGHPUT."

Definitions

Authorized: An entity designated or recognized by Discover as acceptable to perform specific actions or services within the scope of this warranty.

Commencement Date: The earlier of the product registration date or 60 days from the date of shipping from Discover, unless explicitly authorized in writing by Discover.

Usable Energy: The usable rated kilowatt-hour (kWh) energy published for the Product in Discover technical documentation at the time of manufacture.

Warranty Period: The total period from the Commission Date that the Product is covered by this Limited Warranty.

Remaining Energy Months: The number of months remaining in the warranty period, calculated by subtracting the number of months elapsed since the Commissioning Date from the Warranty Period.

Total Energy Throughput: The aggregate energy charged and discharged through the Battery as logged by the on-board data logger.

Annual Energy Throughput: The aggregate energy charged and discharged through the Battery as logged by the on-board data logger in any given 365-day period.

Guaranteed State of Health (SOH): The minimum capacity percentage of the battery compared to its original capacity, guaranteed throughout the warranty period.

Remaining State of Health (SOH): The current capacity percentage of the battery relative to its original capacity, used to evaluate the remaining useful life of the Product.

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Warranty Terms

Table 1, Standard Warranty: Energy Throughput Thresholds

Energy Components of the AES Cabinet System		Warranty Period	Total Energy Throughput	Guaranteed SOH at the End of the Warranty Period	Notes
AES Cabinet Battery Pack					
	CAB-106	5 Years	380 MWh	A minimum of 86% SOH or 89 kWh usable single discharge energy at 100% DOD (original usable single Discharge Energy at 100% DOD is 104 kWh).	**The Total Energy Throughput Limit is extendable to 10, 15, or 20 years with the purchase of an optional extended warranty.** **The throughput limits are defined below.**
	CAB-160		569 MWh	A minimum of 86% SOH or 134 kWh usable single discharge energy at 100% DOD (original usable single Discharge Energy at 100% DOD is 157 kWh).	
	CAB-210		759 MWh	A minimum of 86% SOH or 179 kWh usable single discharge energy at 100% DOD (original usable single Discharge Energy at 100% DOD is 209 kWh).	
	CAB-266		949 MWh	A minimum of 86% SOH or 224 kWh usable single discharge energy at 100% DOD (original usable single Discharge Energy at 100% DOD of 266 kWh).	
	CAB-318		1139 MWh	A minimum of 86% SOH or 269 kWh usable single discharge energy at 100% DOD (original usable single Discharge Energy at 100% DOD of 318 kWh).	
	CAB-372		1329 MWh	A minimum of 86% SOH or 314 kWh usable single discharge energy at 100% DOD (original usable single Discharge Energy at 100% DOD of 372 kWh).	
	CAB-426		1518 MWh	A minimum of 86% SOH or 359 kWh usable single discharge energy at 100% DOD (original usable single Discharge Energy at 100% DOD of 426 kWh).	

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Table 2, Non-Energy Components (System) Warranty

Non-Energy Components of the AES Cabinet System	Warranty Period	Total Energy Throughput	Guaranteed SOH at the End of the Warranty Period	Notes
AES Cabinet System **Battery Management System (BMS)** • LYNK II Communication Gateway • Battery Management Unit (BMU) • Battery Control Unit (BCU) **HV Box (HVB) & Connections** • HVB Contactors • HVB Disconnect Switch • HVB Connections • HVB Pre-charge resistor • HVB Uninterrupted Power Supply (UPS) (Excluding Battery) • Manual Service Disconnect (MSD) **Cabinet Safety System** • Thermal Detector • Smoke Detector • Fire Signal & Alarm • Flood Sensor **Thermal Management System (TMS)** • TMS Chiller • TMS Pump • TMS Fans • TMS Plumbing • Dehumidifier **Cabinet** • LED indicator lights • Cabinet Door Switches	5 Years	N/A	N/A	**The Warranty Period is extendable to 10, 15, or 20 years with the purchase of an optional extended warranty.**

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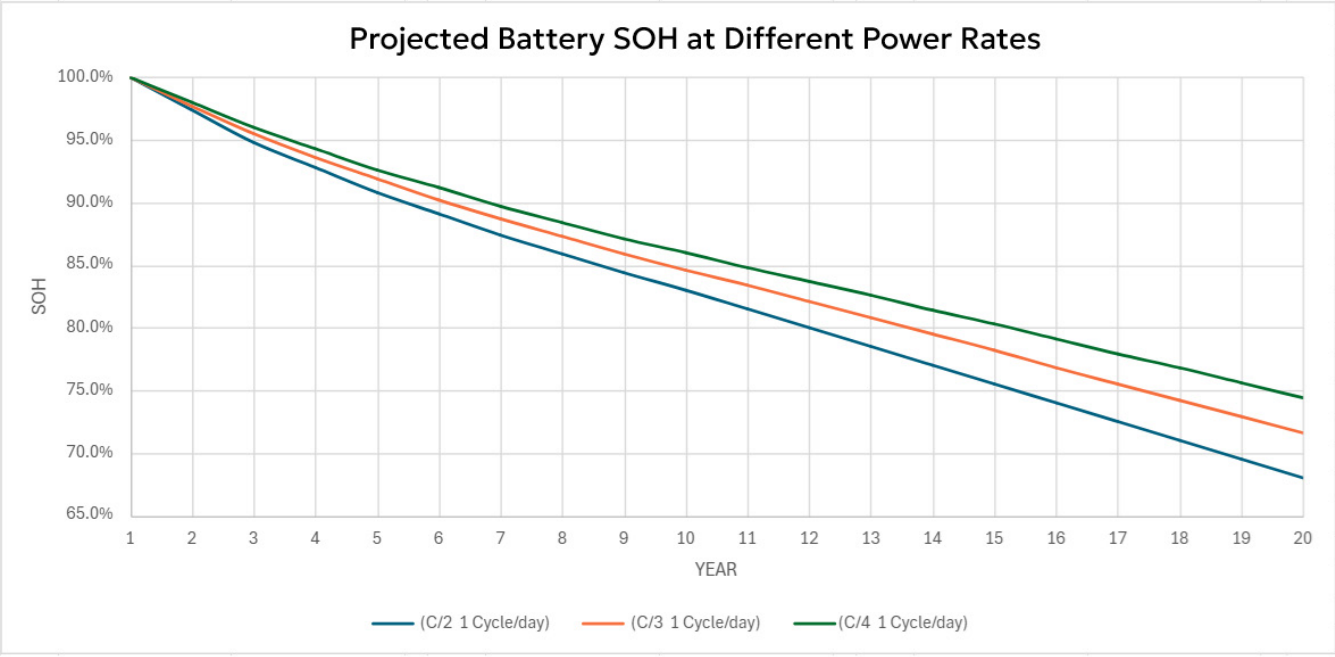
Extended Warranty (Optional Purchase)

Must be purchased directly from Discover within 6 months of Commencement Date.

Table 3, Extended Warranty: Energery Throughput Thresholds

AES CAB Configuration		CAB-106	CAB-160	CAB-210	CAB-266	CAB-318	CAB-372	CAB-426
Model Name		SLL03C2-D1P52S1R2-A01	SLL03C2-D1P52S1R3-A01	SLL03C2-D1P52S1R4-A01	SLL03C2-D1P52S1R5-A01	SLL03C2-D1P52S1R6-A01	SLL03C2-D1P52S1R7-A01	SLL03C2-D1P52S1R8-A01
Usable Energy		104 kWH	157 kWH	209 kWH	261 kWH	313 kWH	366 kWH	418 kWH
Max Contiuous Power		52 kW	78 kW	104 kW	131 kW	157 kW	183 kW	209 kW
AES CAB Throughput	SOH (C/2)	Warranty Coverage: Energy Throughput Thresholds						
5 YR	86%	380 MWh	569 MWh	759 MWh	949 MWh	1139 MWh	1329 MWh	1518 MWh
10 YR*	79%	725 MWh	1088 MWh	1451 MWh	1813 MWh	2176 MWh	2538 MWh	2901 MWh
15 YR*	72%	1043 MWh	1565 MWh	2087 MWh	2609 MWh	3130 MWh	3652 MWh	4174 MWh
20 YR*	65%	1334 MWh	2001 MWh	2667 MWh	3334 MWh	4001 MWh	4668 MWh	5335 MWh

*The table lists Total Energy Throughput limits per model for the 5-year warranty and for optional 10-, 15-, and 20-year extended warranties, which must be purchased separately.



The graph above illustrates expected SOH over time at different charge and discharge power rates (C/2, C/3, C/4).

Included in the Extended Warranty: Coverage of non-energy components and energy throughput extension for the earlier of the applicable "Extended Warranty Period" or "Extended Warranty: Energy Throughput Thresholds." (Refer to Table 2 and Table 3).

Not included in the Extended Warranty: Replacement of consumable parts such as fire suppression aerosols, UPS batteries, or other components requiring routine replacement. Service and repair costs, including labor, diagnostic visits, and maintenance.

Extended Warranty Monitoring Requirements

The AES Cabinet must be monitored, and all components fully integrated with LYNK ACCESS (https://discoverenergys.com/products/communication-solutions/lynk-access). Discover Energy Systems must also receive a comprehensive service plan, including the contact information of the designated service provider and the site operator's details.

Warranty Eligibility Requirements

The following items are required for the Product(s) to be covered under this limited warranty. Failure to conform to these specifications or to follow the installation, operation, and maintenance schedules in addition to the instructions in the Product manual(s) will void this limited warranty:

- The product must be registered through the Discover Energy Systems' website (https://discoverenergysys.com/support/register-product).
- The products are to be installed, commissioned, and registered within 60 days of shipping from Discover unless explicitly authorized in writing by Discover.
- The Product(s) must be properly installed, operated, and maintained by an authorized service provider in accordance with the Product specifications or installation, commissioning, operation, and maintenance manuals provided by Discover.
- Annual Energy Throughput shall not exceed more than one cycle per day, CAB-106<83 / CAB-160<124.5 / CAB-210<166 / CAB-266<207.5 / CAB-318<249 / CAB-372<290.5 / CAB-426<332 MWh per year, unless explicitly authorized in writing by Discover.
- Max Charge/Discharge rates shall not be greater than C/2 unless explicitly authorized in writing by Discover.
- The Product(s) must remain at the original installation address. Relocation of the Product(s) will void the warranty unless explicitly authorized in writing by Discover.
- The company may request written documentation, data logs, maintenance logs, diagnostic reports, photos, and any other relevant records that demonstrate proper installation, commissioning, operation, and ongoing maintenance of the Product to verify warranty eligibility.
- All claims under this limited warranty must be filed within 15 days of the recognized issue.

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Limitations and Exclusions

This Limited Warranty explicitly excludes the following:

Uninstallation, Removal, or Reinstallation: Costs, including labor, incurred for the uninstallation, removal, or reinstallation of any product or parts, whether temporary or permanent in nature.

Associated Costs: Costs, including labor, associated with evaluating, testing, replacing, or upgrading the owner's electrical systems or any related or associated energy storage systems, hardware, products, components, software, or services not supplied by Discover.

Third-Party Costs: Costs, including labor, incurred for any third-party equipment or components required for integration or compatibility with products not provided by Discover

Operating Conditions: Use of the Product in ambient temperatures exceeding the specified limits outlined in the product documentation.

Third-Party Products or Systems: Failures, defects, or damages resulting from the use of third-party products, services, or systems not explicitly approved in writing by Discover.

Deviations from Intended Use: Use that deviates from the intended application as specified in the Product specifications and installation manuals provided by Discover, including but not limited to:

- Use beyond recommended voltage limits.
- Operation outside approved environments or other specified parameters.

Improper Handling or Modifications: Failures caused by any modification, alteration, abuse, misuse, negligence, accident, improper storage, installation, maintenance, or operation. This includes, but is not limited to:

- Operating the Product outside the voltage range specified on the Product nameplate.

Battery Mismanagement: The following actions will result in irreversible damage to the battery and void the warranty:

- **Prolonged Deep Discharge:** Failing to promptly recharge the battery within 24 hours when SOC drops below 10%.
- **Improper Charging Practices:** Continuously operating the battery in a partial state of charge, which leads to cell imbalance, and not charging to 100% SOC at least once every seven days.
- **Incorrect System Configurations:** Using unapproved inverter solutions or failing to establish closed-loop communication with the inverter.
- **Extended Storage Without Maintenance:** Storing the battery without periodic recharging or balancing as defined in the AES Cabinet Installation and Commissioning Manual (805-0104).
- **Failure to Address Errors:** Delaying action on battery error states for more than 24 hours.

Consumable Components: Consumable and wear-and-tear components that require periodic replacement or maintenance. Consumable items not covered under the Warranty include but are not limited to:

- Cabinet or cabinet components that do not affect Product performance.
- Accessories and consumables, including:
  - Uninterruptible Power Supply (UPS) batteries.
  - Fire suppression aerosols.
  - Air filters, refrigerants, wiring, fuses, and glycol mix.

Replacement of Consumable Parts: Consumable parts required for routine maintenance or service.

Fire Suppression Components: Components that exhibit leaks or manufacturing defects under normal operating conditions are warrantable. However, they are not covered under warranty if activated, discharged, or otherwise triggered.

Non-Compliance with Instructions: Use in violation of written instructions or specifications provided by Discover.

Negligent Use After Fault Identification: Continued use of the Product after identifying a fault or defect.

Corrosive Environments: Exposure to corrosive atmospheres or contact with substances such as:

- Chlorine, fluorine, salt, sulfur, recycled wastewater, urine, fertilizers, rust, or other damaging chemicals.

Acts of God and Force Majeure: Damages resulting from uncontrollable events, including but not limited to:

- Fire, water, storms, lightning, earthquakes, riots, theft, or vandalism.

Uninstalled Products: Products purchased in an uninstalled condition, including direct purchases, online transactions, or purchases through secondary or auction markets.

Utility Costs: Increased utility costs associated with Product use.

Labor and Service Costs: Costs associated with, but not limited to:

- Diagnostic calls.
- Removal and re-installation of Products, Replacement Products, or Replacement Parts.

Shipping and Freight Costs: Expenses for shipping replacement products or parts to or from the installation site.

Exclusion for failure to provide data access to your Product and failure to install software/firmware updates

Exclusion for failure to provide data access and to complete required updates

- To maintain eligibility under this Limited Warranty, Discover requires access to system data when a warranty claim is submitted. If requested, the Purchaser (or their service provider) must provide product data logs and allow Discover to analyze operational information. Failure to provide such data upon request will void this Limited Warranty.
- In addition, Discover may require the Product's software or firmware to be updated to the latest available release as part of the warranty evaluation or troubleshooting process. This step ensures that potential issues are not the result of outdated software and allows Discover to confirm acceptable operation. Routine or continuous firmware updates are not required. Updates are only necessary when (a) a warranty claim is being processed, (b) the update provides a corrective function, or (c) the Purchaser elects to enable new product features or controls. In most cases, firmware updates may be performed during regular scheduled service or annual O&M inspections.

Transferability

This Limited Warranty may be transferred from the original Purchaser to a subsequent owner, provided that the following conditions are met:

1. The Product must remain installed at the Original Location where it was first installed without being moved.
2. The warranty transfer must occur within thirty (30) days of the closing date on the sale of the property, and any applicable transfer fee must be paid in full.
3. Neither the original Owner nor the transferee have violated any terms or conditions of this Limited Warranty.

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Failure to meet any of these conditions shall result in the automatic cancellation of this Limited Warranty. The transferee shall be subject to the same terms and conditions of the warranty as the original Purchaser. The warranty period shall not be extended as a result of the transfer.

To initiate a transfer of this Limited Warranty from the original Purchaser to a subsequent owner, please contact Discover and submit a form (https://discoverenergysys.com/contact/contact-technical-support). You will be required to provide the Product's serial number, the installation address, the closing date of the property sale, and payment information for the applicable warranty transfer fee, if required.

Remedies

The Company's sole obligation, and the Purchaser's exclusive remedy under this Limited Warranty, shall be at the Company's discretion to take one of the following actions:

- **Replacement of Defective Parts:** The Company may provide a replacement part for installation by an authorized service provider, at no cost for the part, to replace any Product part that fails due to a manufacturing defect under normal use and maintenance. The Purchaser shall be responsible for all shipping, handling, and other costs associated with the warranty service for the replacement part. If the original Product part is no longer available, the Company, at its discretion, may provide a suitable substitute part or issue a credit equivalent to the factory selling price of a new comparable part.
- **Replacement of Product:** The Company may replace the defective Product at no cost to the Purchaser with a suitable replacement Product(s) of equal or greater capacity.
- **Credit of Purchase Price:** The Company may provide the Purchaser with a credit equivalent to the original purchase price of the Product, adjusted for depreciation in accordance with the formula below, as determined by Discover. This credit may be applied toward the purchase of a new Company product at retail price. Note that the purchase price shall not exceed the Manufacturer's Suggested Retail Price (MSRP) as of the original date of purchase.

$$Credit = \frac{Purchase\ Price \times Remaining\ Warranty\ (Months)}{Total\ Warranty\ (Months)}$$

Credits are prorated according to the unused portion of the warranty period.

Warranty Claim Procedure

In the event of an alleged defect in material or workmanship, you must make a warranty/service claim to the original Discover agent, dealer, or distributor that sold the Battery to you within fifteen (15) days of first discovering the alleged defect.

Unless Discover instructs otherwise, the Purchaser must submit a Technical Support Ticket in consultation with a professional service technician who can conduct and provide the necessary information and root cause analysis to obtain warranty service for the Product. Discover may refuse to accept a ticket or support request if it is created without the involvement of a qualified service provider. By initiating a case, the Purchaser acknowledges that they, along with their service provider, will be required to provide all requested information and perform all necessary tasks to facilitate the resolution of the issue.

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If the claim is deemed valid under the terms of this Limited Warranty, Discover will provide the necessary replacement product and/or part to the Purchaser or to the authorized service provider designated by the Purchaser at the original location. The Purchaser is responsible for returning any defective product or component to Discover, and all returns must include a valid Return Materials Authorization (RMA) number. Failure to return the product or components may void any further warranty support. The request for the return of a part or product lies solely with Discover.

Once Discover receives and inspects a returned component, a notification will be sent to the Purchaser (or to the authorized installer) confirming receipt of the returned component. Any ticket presented to Discover that is determined to be outside the scope of this Limited Warranty may be rejected and will be documented as part of the product's service history.

The installation of Product replacement parts or replacement Products provided under this Limited Warranty shall not extend the original warranty period. The warranty period for any Product or part replaced under this Limited Warranty shall be the remaining warranty period applicable to the original Product. The cost and responsibility for the removal of the defective products or components and all other costs related to the replacement will be the responsibility of the User.

A warranty claim must include:

1. Proof of original purchase that includes the date and identity of the purchaser, name of the authorized seller, Battery model number, serial number and purchase price (note the transaction currency, if not USD).
2. Copy of warranty registration acknowledgment (for Extended Workmanship Warranty Period claims)
3. Photos of battery that show the battery model number and serial number.
4. A detailed description of the alleged defect, including documentation of when and how the defect was discovered, and photos and/or videos demonstrating malfunction or failure, along with a review conducted by the service provider.
5. Battery data logs and diagnostic reports for analysis.
6. Maintenance records.
7. A description of the installation location and environment, including photographs and the installation address.
8. The shipping address for the repaired or replaced product.

HELPFUL HINT: Take pictures of the Product before and after packaging it for shipment.

After receiving a Return Materials Authorization (RMA), you must pack the authorized product or component, along with copies of the information required (1~6 above), in an appropriate shipping container or packaging with the Discover RMA number clearly marked on the packaging. Unless directed otherwise, you will be required to prepay all shipping charges to the destination designated by Discover. You must insure the shipment or accept the full risk of loss or damage during shipment. Discover is not responsible for shipping damage caused by improper packaging or the repair costs that might result therefrom. Alternatively, Discover may require you to hold the product or component on-site and permit an examination by a Discover representative.

Out-of-Warranty Support

We are committed to supporting products that are out-of-warranty.

Out-of-warranty support includes access to replacement parts, labor services and other related support, which may incur reasonable fees.

For inquiries regarding out-of-warranty support, please contact our Service Center.

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Warranty Disclaimer:

EXCEPT AS EXPRESSLY PROVIDED HEREIN, DISCOVER MAKES NO WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, FOR ANY PRODUCT COVERED BY THIS LIMITED PERFORMANCE WARRANTY. DISCOVER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Limitation of Liability:

IN NO EVENT SHALL DISCOVER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, LOST EQUIPMENT, OR LOSS OF REVENUE, IRRESPECTIVE OF THE LEGAL THEORY UPON WHICH ANY SUCH CLAIM IS BASED, EVEN IF DISCOVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Additional Terms

Arbitration

To mitigate legal risks and minimize costs associated with potential disputes, we incorporate a comprehensive arbitration clause within our warranty terms. This clause aims to efficiently resolve disputes while ensuring fairness and expedience for all parties.

The arbitration clause includes the following provisions:

1. **Mandatory Arbitration for Disputes:** Any dispute, claim, or controversy arising out of or relating to the Product shall be exclusively resolved through binding arbitration rather than court litigation. This process is designed to provide a quicker, more cost-effective resolution of disputes.
2. **Individual Dispute Resolution:** The purchaser waives any right to participate in class action lawsuits or collective proceedings. All claims must be resolved individually.
3. **Opt-Out Option:** Purchasers may opt out of this arbitration agreement by providing written notice within thirty (30) days of the Product purchase date. The notice must include the purchaser's name, date of purchase, and product serial number.
4. **Timeline for Filing Disputes:** Arbitration must be initiated within one (1) year from the date the issue arises to ensure prompt resolution. Failure to do so will result in forfeiture of the claim.

Assignment

DISCOVER 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 PRIOR CONSENT OF THE OWNER. ANY SUCH ASSIGNEE SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY TO THE SAME EXTENT AS DISCOVER.

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Applicable Law and Effective Period:

This Limited Warranty is subject to the laws of the province of British Columbia, Canada. This Limited Warranty is effective for sales of Batteries occurring after September 1, 2025.

Customer Support Contact Information:

To contact Discover Energy Systems' Customer Support, follow this link: https://discoverenergysys.com/contact/contact-technical-support

The product must be registered through the Discover Energy Systems' website (https://discoverenergysys.com/support/register-product)