

eLumina Global warranty terms and conditions

Electric Vehicle Chargers (EVC) & Battery Energy Storage System (BESS) (Equipment)

WARRANTY PERIOD

The Equipment has a warranty in relation to defects in materials, manufacture or assembly for a period of:

- For EVC Equipment, 24 months from the date of commissioning or 27 months from the date of delivery to Customer, whichever expires first;
- For BESS Equipment:
 - For battery cells, 120 months from the date of delivery to Customer or 6000 charging cycles (whichever comes first), during which the remaining State of Health (SoH) of the battery shall not be less than 80%; and
 - For the rest of the BESS Equipment (container, battery packs and PCS components), 60 months from the date of delivery to the Customer.

WARRANTY SCOPE

eLumina Global guarantees that the Equipment shall be delivered free of defects in material and workmanship. The warranty stated consists of the repair or replacement (by new or refurbished, of same or equivalent), at eLumina Global's discretion, of the items that have been acknowledged as faulty, either because of defects in the material or due to manufacturing or assembly defects. Repair work shall take place at Customer's premises or eLumina Global's premises (or any workshop authorized by eLumina Global), at eLumina Global's discretion. In any case, such repairs must be carried out by eLumina Global personnel or personnel expressly allowed by eLumina Global. Customer (or End User, if warranty has been transferred upon prior agreement with eLumina Global) should contact the local eLumina Global Service Assistance team via email at info@eluminaglobal.com when reasonable and justified grounds to claim for the warranty rights are established herein. Customer is liable for

disassembly operations, packing, loading, transport, customs, duties, etc. caused by the referral of the faulty items to eLumina Global's premises (or workshop authorized by eLumina Global), if needed. Faulty items must be returned in its original packaging or otherwise with an equivalent packaging. eLumina Global shall deliver the repaired items (new or refurbished) back to Customer CPT country of installation (Incoterms 2010). Customer is liable for duties, customs, unloading, unpacking, assembly operations, etc caused by the importation and/or receipt of the repaired items. eLumina Global is not liable nor responsible for dismantling or reinstalling any other part or device which is attached or connected to Equipment. Customer will be charged for travel expenses and daily allowances of eLumina Global's service personnel (or any personnel authorized by eLumina Global and acting on behalf of eLumina Global), as well as labour cost in repairing or replacing the faulty items, should eLumina Global be requested to visit site. The repair or replacement of a faulty item does not affect the starting and ending date of the Equipment warranty period. The eLumina Global original warranty only applies for Equipment defined with the unique serial number provided by eLumina Global. Consumables such as, but not limited to, protection devices, fuses, locks and door filters, are not covered by this warranty. For the warranty to remain valid, periodic preventive maintenance of Equipment following technical instructions issued by eLumina Global must be carried out. Equipment preventive maintenance must be carried out by experienced and knowledgeable personnel for the purpose, who are in possession of all required local permits and certifications. Preventive maintenance parts are not covered by this warranty.

WARRANTY EXCLUSIONS

eLumina Global's warranty in no event covers any damage and/or defects which may be caused by:

- i. Defects that cannot be proved to have their origin in poor quality material, product design errors or poor manufacturing quality.
- ii. Maintenance or repairs carried out by personnel not belonging to or expressly allowed by eLumina Global.
- iii. Damage or defects due to normal wear and tear resulting from normal use of the Equipment.
- iv. Transport damage that occurs from point of delivery to Customer.
- v. Damages or defects caused by operation of the Equipment outside of its design conditions.
- vi. Damages or defects caused by improper usage, maintenance, storage or incorrect or negligent handling, misuse, use of unsuitable liquids and gases as well as incorrect flow or pressure or poor quality of cooling air, faulty installations, variations in the quality of the power supply (voltage, frequency, disturbance).
- vii. Modifications made to the Equipment without approval from eLumina Global, installations carried out or modified later without following the Equipment's technical instructions and, in general, any cause that is not attributable to eLumina Global.
- viii. Damages or defects resulting from any cause or circumstance outside the reasonable control of eLumina Global which could not have been reasonably foreseen or planned or, if foreseen, they could not have been avoided, such as flood, fire, storms, lightning strikes, earthquakes, power surges, atmospheric discharges or any other natural disasters, uprisings, strikes, labour conflict, etc or any other Force Majeure event.
- ix. Start-up of the Equipment without eLumina Global's attendance when it

was stipulated that eLumina Global's attendance was required.

- x. Absence of measures to mitigate the damage in case of defect or failure.
- xi. Utilization of items or materials not permitted by eLumina Global documentation.

LIMITATION OF LIABILITY

The liability of eLumina Global, its agents, employees, subcontractors and suppliers with respect to any and all claims arising as a result of a failure under warranty by virtue of this document shall not exceed in aggregate the supplied Equipment price and shall in no event include damages for loss of profit, loss of revenues, loss of power, loss of production, loss of use, costs of capital, downtime costs, delays and claims of Customer's customers or cost of replacement of power or loss of anticipated savings, increased costs of operation nor for any special, indirect or consequential damages, nor losses of any nature whatsoever. Likewise, and due to the technological development of the Equipment, it is possible that a replaced unit or component will not be compatible with any previously installed elements. All costs incurred by this fact will not be covered by this warranty. The limitation of liability set out in the present clause will prevail over the contents of any other contractual document which is contradictory or incongruent with its terms, except in the case in which said provision is more restrictive with respect to the responsibility of eLumina Global. The foregoing warranty is exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied. Any implied warranties of merchantability or fitness for a particular purpose or usage of trade are hereby disclaimed. The remedies stated herein constitute Customer's exclusive remedy and eLumina Global's entire liability for any breach of warranty.

OTHER LEGAL NOTICES

The delivery of any item to Customer in no event constitutes eLumina Global's acknowledgement

that the claim is covered by this warranty. eLumina Global's acceptance or denial of the claim will follow upon eLumina Global's analysis of the warranty claim. If, on eLumina Global's request, the defective part is not returned to eLumina Global's premises in a reasonable time for analysis, the warranty claim shall be considered as denied. If, after eLumina Global's analysis, the defect is found not to be covered by this warranty, the warranty claim shall be considered as denied and the incurred cost (including but not limited to, logistics, administration, failure analysis, replacement parts, etc.) will be invoiced to Customer. Until payment of the incurred cost is received by eLumina Global, the warranty of the Equipment shall be rendered invalid. The Equipment warranty shall resume upon payment with no change to the end date of the warranty.