

SIRIUS ENERGY STORAGE
LIMITED WARRANTY

1. Limited Warranty Period. The duration of the Limited Warranty (as defined below) shall begin on the date upon which title to the Sirius Energy Storage System described in Annexure A (the “Product”) transfers to Buyer in accordance with the applicable delivery terms, and shall extend for a period which ends at the conclusion of 10 years (“Limited Warranty Period”).
2. Limited Warranty. Kilowatt Labs, Inc. (“Kilowatt Labs”) provides the following limited warranty, subject to the express conditions and exclusions contained herein (collectively, “Limited Warranty”) on all Sirius energy storage systems purchased directly from Kilowatt Labs or its authorized reseller Arvio Pty Limited (“Reseller”). Kilowatt Labs warrants to Buyer that the Product delivered hereunder, which is a standard product of Kilowatt Labs, will, under normal installation, use and service conditions, conform to

Kilowatt Labs’ specification in effect at the time of delivery and be free of defects in materials and workmanship for the Limited Warranty Period. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, THE COURSE OF DEALING, OR THE USAGE OF TRADE, AND ALL OTHER WARRANTIES, WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY KILOWATT LABS AND WAIVED BY BUYER.
- 2.1. Limited Warranty Conditions. This Limited Warranty is expressly conditioned upon the following (“Limited Warranty Conditions”): (a) warranty claims may only be made by the original Buyer, as named in the invoice or purchase order for the Product, (b) the Buyer notifies Reseller in writing at info@arvio.com.au within seven (7) days after discovery of failure by the Product to comply with the Limited Warranty; (c) Buyer obtains a Return Material Authorization (RMA) number from the Reseller prior to returning any allegedly defective Product to Reseller; (d) the allegedly defective Product is returned to Reseller suitably packaged, transportation charges prepaid by Buyer; (e) the allegedly defective Product is received by the Reseller for adjustment no later than thirty (30) days following the issuance of valid RMA instructions, and (f) any warranty claims must be made within the Limited Warranty Period.
- 2.2. Limited Warranty Exclusions. This Limited Warranty specifically excludes any failure by or defects of the Product which have been caused by the following (“Limited Warranty Exclusions”): (a) misuse, abuse, neglect, improper installation or application, installation of damaged Product (b) including, but not limited to, excessive vibration, short-circuit, over-charge, over-discharge, over-current, over-temperature, outside limits specified in the Product’s documentation (as determined solely by the internal logs of the Product or by solely by Kilowatt Labs or its authorized representative), exposure to temperatures outside operating temperatures specified in the Product’s documentation (as determined solely by the internal logs of the Product), acts of God, improper interface or interaction with other units or electrical circuits, or malfunction of any components or equipment used with the Product; (c) failure to follow instructions or warnings on the Product or applicable specification sheets or manuals or safety sheets, including but not limited to, specifically, connecting, mounting and cabling methodologies; (d) unauthorized repair or alteration, including, breaking the seal of the Product; (e) collision, accident or negligence in use, storage, transportation or handling occurring after the transfer of title of the Product to Buyer; or (f) any other harm to or loss of the Product after the transfer of title of the Product to Buyer, including, for example, theft of the Product.
3. Limited Warranty Remedy. Kilowatt Labs’ sole liability and Buyer’s sole and exclusive remedy for a breach of the foregoing Limited Warranty shall be as follows. If Kilowatt Labs, in its sole discretion, determines the Product to be defective in materials or workmanship under the terms of this Limited Warranty, Kilowatt Labs will, at its sole discretion, repair or replace such 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, Kilowatt Labs shall have no liability under this Limited Warranty whatsoever. This Limited Warranty is non-transferable and extends only to the original Buyer and not to any subsequent purchaser or owner of the Product. 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 KILOWATT LABS OR RESELLER IS AUTHORIZED TO MODIFY THIS LIMITED WARRANTY FOR ANY PRODUCT EXCEPT VIA A FORMAL WRITTEN AMENDMENT TO THESE TERMS BY KILOWATT LABS.
4. Returns. Buyer may return only a Product which fails to conform to the Limited Warranty set forth above in the event that a repair or replacement is not possible or viable at the sole discretion of Kilowatt Labs. All other returns, if accepted, shall be subject to Reseller and Kilowatt Labs’ standard restocking policy and restocking fee.
5. 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.
6. Limited Liability. SUBJECT TO ANY LIMITATIONS UNDER APPLICABLE LAW, KILOWATT LABS 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 KILOWATT LABS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. KILOWATT LABS’ 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.
7. 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, Kilowatt Labs and its affiliates 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

Sirius model number: [•]

Serial numbers:

[xxx]