

WHAT DOES THIS LIMITED PRODUCT WARRANTY COVER?

Adara Power Inc. warrants that all factory manufactured Adara Power 8.6kWh energy storage systems (the “AP86”) will be free from material defects in material and workmanship as specified in this LIMITED PRODUCT WARRANTY. This LIMITED PRODUCT WARRANTY covers only the AP86 parts provided by Adara Power, i.e. the battery modules, system control box, power and communication cables included with the System, and the main enclosure installed at the time of purchase by a licensed professional (the “AP86 Products”). It does not cover the workmanship of the installation, the wiring, conduit and parts supplied by the installer, and the inverter/charger which is covered separately by the manufacturer or the cellular modem which is covered under the terms of your Adara Power Monitoring Agreement.

The AP86 is designed to support energy peak shifting, load shaving, backup power and islanding through its integration with the Schneider Electric Conext XW+ 5548 or 6848 inverter/charger. The AP86 requires the XW+ 5548 or 6848 (and Charge Controller for DC configuration) to operate in all modes. Connecting the AP86 to any inverter, inverter/charger, or charge controller, other than the Schneider Conext XW+ inverter/charger, voids this warranty in total. When the AP86 is installed for the purposes of peak-shifting, load shaving or other forms of electricity bill reduction, Adara makes no claim as to the amount of savings and Adara does not provide a performance guarantee.

WHO DOES THIS LIMITED PRODUCT WARRANTY COVER?

THIS LIMITED PRODUCT WARRANTY applies to all original buyers (“you” or “owner” or “buyer”) of the AP86 who have purchased AP86 Products from an authorized seller of the Products and have submitted the warranty registration card or registered on-line within 90-days of installation. This LIMITED PRODUCT WARRANTY may be transferred to a new owner with payment of a \$50 processing fee and submission of a new registration online by the new owner within 90-days of a transfer of ownership and subject to the terms below. Transferring this LIMITED PRODUCT WARRANTY will in no event extend the scope of this LIMITED PRODUCT WARRANTY or the Warranty Period.

WHAT IS THE COVERAGE PERIOD OF THIS LIMITED PRODUCT WARRANTY?

The term of this LIMITED PRODUCT WARRANTY for the AP86 is 10 years from the original "in service date" (the “Warranty Period”) The “in-service date” for the purposes of this warranty is the date that the system is connected to the Schneider inverter/charger and power is applied to the AP86 unit, but in no event later than 1 month after the AP86 battery modules (“AP Battery Modules”) are shipped from Adara or its designated shipping agent to you or your installer.

Depending on use and storage conditions, AP Battery Modules may degrade during the Warranty Period. If that occurs, Adara Power will only repair or replace a AP Battery Module that exhibits a nominal storage capacity reduction of greater than 20% of the rated energy capacity within the first three (3) years of the Warranty Period or greater than a 50% reduction during the remainder of the Warranty Period, as measured by an authorized Adara Power dealer. To check the capacity of a Battery Module, an authorized Adara Power dealer will perform a battery management system test, which will confirm if a reduction is outside of expected degradation.

If Adara Power replaces a degraded AP Battery Module during the Warranty Period, the new Battery Module will only be covered for the remainder of the original Warranty Period. In no case will the Warranty Period for any Warranted AP86 Products, including AP Battery Modules, that are repaired or replaced under this Limited Product Warranty, exceed the original Warranty Period.

WHAT IS NOT COVERED BY THIS LIMITED PRODUCT WARRANTY?

THIRD PARTY COMPONENTS. This LIMITED PRODUCT WARRANTY does not apply to parts and accessories that are not distributed by Adara Power or to any third party components separate from the Adara AP86, including items such as cables, wires, connectors, conduit, inverter/charger, charge controller or separate electrical load panels and breakers.

GENERATOR or OTHER AC INPUT: The Schneider Electric XW+ inverter/charger can support the integration of an additional AC input (e.g. Generator); however, this LIMITED PRODUCT WARRANTY does not cover operation, connection or results of an integration of an additional AC source unless with prior written consent and coordination between the installer and Adara Support.

IMPROPER USE. This LIMITED PRODUCT WARRANTY only covers the AP86 and AP86 Products, i.e. System Controller, Battery Management System and/or Battery Modules that are operated according to "proper use" and "under normal operating conditions." For purposes of this exclusion, the following definitions apply:

- "Normal operating conditions" include but are not limited to (1) use of the ESS for normal residential uses only and not for commercial use; (2) use of the AP86 under the operating temperature limits specified in the AP86 product datasheet; (3) deployment of the AP86 system only in an environment in which the daily high temperature as measured on the AP86 is not above 105F more than 10 days per year.
- "Proper use" means use of the AP86 only in the manner intended for residential stationary energy storage with proper installation and safety equipment as described in the Installation Manual, and in accordance with local regulations. Proper use of the AP86 when used for residential purposes should not exceed 4000 cycles at 70% depth of discharge of the rated energy capacity during the Warranty Period.
- "Proper use" also means ensuring the AP Battery Modules are maintained within the specified voltage limits on the product datasheet.
- "Proper use" includes allowing remote monitoring of the AP86 system for diagnostics and firmware upgrades. FAILURE TO MAINTAIN MONITORING, IN ACCORDANCE WITH THE ADARA POWER MONITORING AGREEMENT, WILL RESULT IN CANCELLATION OF THIS LIMITED PRODUCT WARRANTY.

OTHER EXCLUSIONS. In addition, this LIMITED PRODUCT WARRANTY does not cover:

- The cost of parts and labor involved in any routine care and maintenance and/or the replacement of parts due to normal wear and tear, use, or deterioration, including but not limited to: walls, mounting, and connections;
- Any cosmetic concerns that arise as a result of environmental conditions, owner abuse, misuse, lack of routine care and maintenance, and/or improper use;
- Parts or components damaged by use or operation under abnormal circumstances or contrary to the requirements described in the Adara Power Installation Manual;
- AP86 used in mobile configurations, on mobile platforms or in configurations where the AP Battery Modules are frequently or occasionally removed and replaced for purposes of transportation;
- AP86 and AP Battery Modules misused or improperly operated;
- Damage, malfunctions, or performance problems caused by modifications or alterations to the Adara Power Storage System – including modifications or alterations performed by an authorized Adara Power dealer – that cause the Adara Power Storage System or Battery Modules to fail or depreciate expected performance;
- Damage, malfunctions, or performance problems caused by aftermarket accessories installed on an AP86 after the "in service date," or caused by aftermarket accessories installed by someone other than an authorized Adara Power dealer;
- Damage, malfunctions, or performance problems caused by the improper repair of the AP86, installation of any parts or accessories not sold or approved by Adara Power, the installation and use of any parts or accessories that alter the AP86 specifications from those set by Adara Power, or the use of new or used parts not approved by Adara Power;
- Damage, malfunctions, or performance problems caused by fire, collision, accident, or improper storage;
- Damage, malfunctions, or performance problems caused by continued operation of the AP86 after a warning light, gauge reading, or other warning indicates a mechanical or operational problem;
- AP86 severely damaged or declared to be a total loss by an insurer, or AP86 substantially reassembled from or repaired with parts obtained from another used energy storage system;
- Damage occurred through improper installation, use or exceeding capabilities of the AP86 NEMA 3R enclosure, including installation of items, materials or systems (e.g. sprinkler systems, removal of environmental protection, exposure to the elements, etc.) that may affect the integrity and capability of the enclosure to protect the internal components;
- Damage, malfunctions, or performance problems caused by the failure to follow recommended maintenance requirements as set forth in the Adara Power Installation Manual; and,
- Damage, malfunctions, or performance problems caused by airborne industrial pollutants (e.g., acid rain), bird droppings, tree sap, stones, flood water, windstorms, or other similar occurrences; bee hives.

WARRANTY DISCLAIMER:

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

ADARA POWER'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, ADARA POWER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES OR OTHER JURISDICTIONS, ADARA POWER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND, AT ADARA POWER'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

ADARA POWER, INCLUDING ITS AGENTS AND SUBCONTRACTORS, DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED PRODUCT WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, FOR LOSS OF VALUE OF THE AP86, LOST PROFITS OR EARNINGS, SUBSTITUTE TRANSPORTATION OR LODGING, EXPENSES ASSOCIATED WITH RETURNING THE COVERED PRODUCT TO AN AUTHORIZED SERVICE FACILITY OR DEALER OR EXPENSES ASSOCIATED WITH RETURNING THE COVERED PRODUCT BACK TO YOU, TECHNICIAN'S TRAVEL TIME OR COMMUNICATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR OUT OF POCKET EXPENSES FOR DIRECT DAMAGES. ADARA POWER DOES NOT WARRANT THAT THE OPERATION OF ANY ADARA POWER PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHAT WILL ADARA POWER DO UNDER THIS LIMITED PRODUCT WARRANTY?

During the Warranty Period, an authorized Adara Power dealer will either repair, replace or refund (at Adara Power's discretion), without charge, any Adara Power AP86 enclosure (including LED and LCD), Adara Power System Controller, and AP Battery Modules, and other AP86 Products that are covered by this LIMITED PRODUCT WARRANTY and found by Adara Power or an authorized Adara Power dealer to be defective in factory materials or workmanship.

Where Adara Power decides to repair the Product or part(s), warranty coverage includes labor costs necessarily incurred to correct the Product defect; and where Adara Power decides to replace the Product or part(s) to which the LIMITED PRODUCT

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WARRANTY applies, warranty coverage includes the cost of the replacement of the Product or part(s). In addition, Adara Power shall bear shipping costs in respect to the foregoing, as set out above. All other costs, including, without limitation, travel and boarding costs of service personnel that are incurred for repairs of Products on-site, as well as costs related to buyer's employees and contractors repair or replacement activities, are not covered by the LIMITED PRODUCT WARRANTY and, unless otherwise agreed in writing in advance by Adara Power, shall be borne by the buyer.

If Adara decides to issue a refund for the product, the refund will be prorated based on a 10-year life. The table below is the pro-rated amount for years in service that Adara will refund based solely on the battery costs not including inverter, charge controller and installation labor. Where a customer has received an incentive on the battery that was supported by Adara in the application, data requirements or other form of advice or involvement, the amount of refund will be reduced by the incentive amount.

Year	Refund Amount as % of Actual battery price
0 - 1	100%
1-2	75%
2-3	50%
4-6	35%
7-8	15%
9-10	6%

If, during the applicable Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Product Warranty, then buyer shall, promptly after such discovery, report the defect to Adara Power by sending an email to support@adarapower.com with the following information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product.

Upon buyer's notification, Adara Power shall determine whether the reported defect is eligible for coverage under the LIMITED PRODUCT WARRANTY. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage. If Adara Power determines that the reported defect is not eligible for coverage under the LIMITED PRODUCT WARRANTY, Adara Power will notify buyer accordingly and will explain the reason why such coverage is not available. If Adara Power determines that the reported defect is eligible for coverage under the LIMITED PRODUCT WARRANTY, Adara Power will notify buyer accordingly, and Adara Power may, in its sole discretion, take any of the following actions:

- repair the Product at Adara Power's facilities or on-site; or
- issue a credit note for the defective Product in an amount up to its pro-rated value at the time buyer notifies Adara Power of the defect, as determined by Adara Power, for use toward the purchase of a new Adara Power Product; or
- provide Buyer with replacement units for the Product.

Adara Power will determine whether the Product should be returned to Adara Power and, if Adara Power so determines in its sole discretion, the Return Merchandise Authorization ("RMA") Procedure (set out below) will be invoked. Where replacement Products are sent, Adara Power generally ships such products within approximately 72 hours. Adara Power may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, shall continue to be covered under the LIMITED PRODUCT WARRANTY for the remainder of the then-current Warranty Period for the Product.

Where the RMA Procedure is invoked by Adara Power, Adara Power will instruct owner how to package and ship the Product or part(s) to the designated location. Adara Power will bear the cost of such shipment, upon receipt of the Product or part(s), Adara Power will, at its expense and sole discretion, either repair or replace the Product or part(s).

Adara Power will deliver the repaired or replaced Product or part(s) to buyer at buyer's designated location in the United States. Adara Power will bear the cost of such shipment to U.S. destinations only. In its sole discretion, Adara Power may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to Adara Power as per the above.

You agree that (I) if the system needs any repairs that are not the responsibility of Adara Power under this LIMITED PRODUCT WARRANTY that (II) the system needs to be removed and reinstalled to facilitate remodeling of your Home or (III) the system is

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being relocated to another home you own, you will have a qualified service provider approved by Adara Power, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis. Failure to do so could result in the voiding of your warranty.

In all cases, you agree to reasonably cooperate with Adara Power in communicating in advance that a qualified service professional will be removing the system including providing necessary space, access and storage and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience.

WHAT ARE YOUR RESPONSIBILITIES AS A CUSTOMER?

As the owner of a product covered by this LIMITED PRODUCT WARRANTY, it is your responsibility to read and understand the Installation Manual, this LIMITED PRODUCT WARRANTY, and all product warnings before operating your Adara Power system. Serious injury or death can result from improper operation or failure to observe warnings and safety instructions on any Energy Storage System.

Further, it is also your responsibility to:

- Perform all recommended and necessary routine care and maintenance and engage in proper use of your Adara Power Storage System and Battery Modules as detailed in the Installation Manual.
- Learn and obey all federal, state, and local laws governing the operations of an Energy Storage System, generally, and an electric Energy Storage System, specifically.
- Ensure that only licensed professionals access or service your system
- Maintain environmental temperature in accordance with specified parameters
- Comply with monitoring requirements if such conditions are required for specific functions
- Use an authorized Adara dealer for moving, removing or changing location from the original approved site location.

WHAT OTHER LIMITATIONS OR DISCLAIMERS APPLY TO THIS LIMITED PRODUCT WARRANTY?

The following additional limitations and disclaimers apply to this LIMITED PRODUCT WARRANTY:

Adara Power reserves the right to change or improve the design of any Adara Power Storage System, Battery Modules, or any other Adara Power parts (collectively, "Adara Power products") at any time, without assuming any obligation to modify any Adara Power products previously manufactured or sold.

THE BUYER ACKNOWLEDGES THAT THERE IS AN INHERENT RISK IN THE OPERATION OF ENERGY STORAGE SYSTEMS. THIS LIMITED PRODUCT WARRANTY DOES NOT COVER AND ADARA POWER CANNOT ASSUME RESPONSIBILITY FOR ANY INJURY ARISING FROM THE UNSAFE OR IMPROPER OPERATION OF THE ADARA POWER PRODUCTS OR USER'S FAILURE TO COMPLY WITH INSTRUCTIONS, CARE AND MAINTENANCE REQUIREMENTS, WARNINGS AND SAFETY PRECAUTIONS.

Coverage under the LIMITED PRODUCT WARRANTY is subject to buyer's compliance with the foregoing notification requirements and cooperating with Adara Power's directions. Adara Power's sole obligation and buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

TRANSFER OF OWNERSHIP AND WARRANTY:

The LIMITED PRODUCT WARRANTY only applies to the buyer who has purchased the Products from an authorized seller of Adara Power for use in accordance with their intended purpose. The LIMITED PRODUCT WARRANTY may be transferred from buyer to new homeowner in the event of a sale of the residence, and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside its original country of installation and any reinstallation is done in accordance with the installation directions and use guidelines that accompany the Products (collectively the "Documentation").

The original registered owner or subsequent registered transferee as documented on the Adara Power Storage System warranty registration form is responsible for conveying the Installation Manual and all safety warnings, instructions, and LIMITED PRODUCT WARRANTY if the unit is sold, loaned, or otherwise transferred to another person. Adara Power Inc. does not assume or authorize anyone to assume for them any other obligation

When it comes time to transfer your Adara Power Storage System, please visit the Adara Power website and access the owner resources section to fill out the on-line transfer of ownership and warranty form. This must be performed to allow Adara Power the ability to contact the new owner in the unlikely event of a safety related issue. Use the URL address below or feel free to contact the Adara Power Customer Service department for assistance.

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HOW DO YOU OBTAIN SERVICE UNDER THIS LIMITED PRODUCT WARRANTY?

Warranty services may be obtained by contacting a local authorized Adara Power dealer. Warranty services may also be obtained by contacting Adara Power via e-mail at support@adarapower.com.

In any written or telephonic communication, please state the specific nature of and any circumstances leading to the problem.

North America

Phone: (888) 692-3272

Monday-Friday

8am to 5pm Pacific Time

E-mail: support@adarapower.com