

## POLARIUM HOME EXTENDED PRODUCT AND PERFORMANCE WARRANTY

### 1 INTRODUCTION

- 1.1 This Warranty applies to Polarium Home Products sold or commissioned in Europe after 1 July 2025. Polarium Energy Solutions AB ("Polarium") provides the warranties in this document ("Warranty") to the purchaser of Polarium Home that operates the Product for the first time.
- 1.2 The warranties herein are the only warranty given for the Product and except as provided in this warranty, Polarium will in no event be responsible or liable for any consequential, incidental, special or punitive damages arising from or out of the Product or its installation, use, performance or non-performance. Further Polarium will in no event be responsible or liable for personal injuries arising out of or connected with the use or misuse of the Product.
- 1.3 This Warranty shall be in lieu of all other warranties, conditions or guarantees as to description, quality, fitness for any particular purpose, satisfactory or merchantable quality of the Covered Components or any other Warranty, condition or guarantee whether express or implied.

### 2 PRODUCT AND PERFORMANCE WARRANTY

- 2.1 The Warranty is valid for the duration of the applicable warranty period only (the "Warranty Period") which starts from the date of commissioning or 180 days after shipment, whichever is earliest.
- 2.2 The Warranty only applies to batteries and energy storages systems that have been ordered from Polarium Energy Solutions AB following the execution date of this Warranty.
- 2.3 **Performance Warranty.** Polarium warrants that the Battery (i.e. the battery blades) retains sixty percent of Useable Energy for either fifteen (15) years or up to 6,000 standard cycles<sup>2</sup> assuming the system is operated under normal use.<sup>1</sup>
- 2.4 **Product Warranty.** Polarium warrants that the Product will be free from defects caused by improper design, workmanship or materials during 15 years with the exception of 2.5. For the purpose of this section, "Product" refers to the Battery Blade and Inverter.
- 2.5 **Consumable electronics components.** Polarium warrants that consumable electronics components including but not limited to Pulse CT, Antenna, Communication Modules, Fan, Capacitors, Led-Strip are free from defects caused by improper design, workmanship or materials for five (5) years.
- 2.6 Any Replacement part or component shall be covered by this Warranty for the remaining Warranty Period of the part or component, or three hundred sixty (360) days from the date of replacement, whichever is longer.
- 2.7 For the purpose of this Warranty, the Product and consumable electronics components are jointly referred to as "Covered Components".

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<sup>1</sup> To determine whether a battery has more, equal to or less than 60% SOH, a capacity test shall be carried out at an ambient temperature of 25°C ± 3°C. After charging the battery to full 100% state of charge (SOC) the battery must rest for ten minutes, then the battery is discharged at a set current of 0.2C to the discharge termination voltage. The amount of electricity released in this process is recorded.

<sup>2</sup>A standard cycle means that the battery has been charged and discharged one time between a 10-90% SOC. For clarity, if the battery is charged and discharged lower than 10 % and higher than 90 %, Polarium retains the right to recalculate the total number of cycles that are covered by the performance warranty.

### **3 HOW TO SUBMIT A WARRANTY CLAIM**

- 3.1 Claiming under this Warranty is conditional upon the conditions set out in this section 3 is complied with, enabling Polarium to assess the Warranty claim.
- 3.2 Upon defect or suspected defect, a Warranty claim must be reported by the Customer to Polarium Technical Support through the Polarium Portal promptly, however not later than 10 business days after any defect becomes known or should reasonably have become known.
- 3.3 Polarium will confirm receipt of a warranty claim in writing within 15 business days. However, Polarium Technical Support normally responds within 24 hours during the opening hours 08:00-17:00 Monday through Friday.
- 3.4 The Warranty claim must contain:
  - a) Proof of original purchase, such as purchase order number,
  - b) Serial # of the covered component and evidence of initial delivery date or installation date,
  - c) Description of the alleged defect(s) or non-conformity (including but not limited photos),
  - d) Access to the memory log, and
  - e) Information about the installation company.
- 3.5 Solely the party that has purchased the Product directly from Polarium, i.e. the Customer is entitled to submit a Warranty claim.
- 3.6 Link to Polarium Technical Support Log In: <https://polarium-support.atlassian.net/servicedesk/customer/portal/2/group/2/create/20>.

### **4 ASSESSMENT OF A WARRANTY CLAIM**

- 4.1 Upon receipt of a Warranty Claim (as set out in Section 3) and Polarium's access to the Memory Log, an initial preliminary assessment is made of the Covered Component to the extent possible. Access to the Memory Log can either be provided by the Customer over the air, or by providing Polarium with the hardware at the time of Warranty Claim.
- 4.2 In the event that a defect or fault has appeared during the applicable Warranty Period and due to defective material, design or workmanship ("Defect") and such Defect occurs during normal use, Polarium will in its sole discretion, repair or replace the part/component with a component that may have been refurbished or repaired and/or is functionally equivalent (in relation to feature, function, fit compatible, default software version) to, or better than, the defective part/component upon which the Warranty claim relates to ("Replacement Component"). The provision of Replacement Component shall be the Customer's sole and entire remedy in respect of any Defect in the Covered Components.
- 4.3 Following the confirmation of receipt of a warranty claim, Polarium will provide the Customer with a Replacement Component, and invoice the Customer for the provision of the Replacement Component in accordance with the equivalent Price for Spare Parts in the Spare Part price list, normally within ten (10) Business Days (means Monday to Friday but excluding public holidays) within Europe subject to the Customer providing Polarium with the defective part/component.
- 4.4 The Customer shall return the defective Covered Component to Polarium no later than fifteen (15) Business Days of the Customer having received the Replacement Component. The return of such Covered Component shall be in its original packaging, or the packaging removed from the Replacement Component (or failing that, in safe and secure packaging to prevent any damage in transit if applicable specific for battery blade the DG Transportation Battery Crate). The Customer is responsible for fulfillment of any product safety requirements relating to the transport of the Covered Component to Polarium.

- 4.5 Polarium determines, in its sole discretion, within 15 working days after receiving the Covered Component whether the claim is covered by this Warranty. If Polarium determines that the claim is not covered by this Warranty, Polarium will notify the Customer describing the reasons for rejection.
- 4.6 If Polarium determines that the claim is covered by this Warranty, Polarium will issue the Customer a credit note equaling the invoiced amount for the correlating Replacement Component. Unless Polarium has issued a credit note, the Replacement Component shall be considered a Spare Part upon payment of invoice whereby title and risk to such Spare Part shall pass in accordance with Section 7 in the Agreement.

## **5 COSTS AND FEES**

- 5.1 Polarium reserves the right to charge the Customer for the cost of the defective Covered Component, reasonable labor costs related to the examination of the Covered Component, warranty handling and transportation costs, and Customer agrees by making a warranty claim to pay such charges, if:
- a) a Replacement Component has been dispatched to the Customer, but the defective Covered Component is not returned to Polarium on time as set out in Clause 4.3;
  - b) on inspection, a Covered Component returned cannot be identified as the component described in the warranty claim; or
  - c) on inspection, a Covered Component is determined not to be covered by this Warranty or the Warranty has been invalidated as set out below and if the aggregate number of warranty claims which are determined by Polarium not to be covered by this Warranty, exceeds twenty per cent (20%) of the aggregate number of warranty claims.

## **6 WARRANTY LIMITATIONS**

- 6.1 This Warranty only applies to the Covered Components and its inherent hardware and does not apply to any other components, which are separate from the Covered Components, including but not limited to associated equipment, consumables, other electronics and mechanical parts for mounting, or protective coatings that are designed to diminish over time (except where the defect has occurred due to a defect in materials or workmanship).
- 6.2 This Warranty only applies where the installation and any deinstallation or demounting and reinstallation has been carried out in accordance with the directions and guidelines provided by Polarium with the Product(s) and/or Covered Components.
- 6.3 For the Warranty to be valid, the Customer needs to make sure that the system has continuous online access and active internet connection to receive the latest firmware updates. If the system is not connected to the internet, it is required that the Customer makes sure that the system is updated to the latest firmware either on-site or by establishing an internet connection prior to and during the update. These updates must be completed within a reasonable timeframe from when the firmware update is released.
- 6.4 The Customer shall be able to demonstrate the use in accordance with Applicable Use Cases (including product and technical specification).
- 6.5 This Warranty will be invalidated if the serial number of the Covered Component has been removed or defaced.

## **7 EXCLUSIONS FROM WARRANTY**

The functionality, life expectancy and state of health (SOH) of a battery are influenced by its operating conditions and will be affected by for example the utilized state of charge window, C-rate during charging, end of charge and discharge voltage, and temperature range. This Warranty does not cover defects, errors, faults, malfunctions, delays, costs, damage or loss arising out of or resulting from:

- Improper shipping, handling, storage of the Product and/or Covered Components outside of [Polarium Storage Guidelines \(https://polarium.com/download/2718/\)](https://polarium.com/download/2718/) including without limitation deep discharge;
- Improper installation, testing, maintenance, operation, or usage (including without limitation deep discharge) outside of Polarium's Product and Technical Specification and User Manual;
- Physical damage, abuse, theft (stolen Products), intentional damage, negligence or accidental damage;
- Damage to the battery blade due to neglect of Polarium charging and discharging guidelines;
- Normal wear and/or tear, deterioration, superficial defects, dents, marks, noise or vibrations that are not excessive or uncharacteristic and do not impact the performance of the applicable Product and/or Covered Component;
- Non-compliance with Polarium manuals or guides, service recommendations or industry standards;
- Exposure to conductive dust, corrosive gas, debris, water or sulphureous contaminants/materials;
- Fault, malfunction or unavailability arising out of any Customer or third-party software or lack of connectivity;
- Force majeure events (such as earthquakes, volcanic eruptions, mudslides, lightning strikes, fires and wars, revolutions, epidemics, quarantine restrictions and freight embargos);
- Flooding, because of a force majeure event or other form of water penetration or water submersion;
- Negligence, recklessness, or willful misconduct by any owner, dealer, installer or third party.
- Installation, operation, modification, disassembly, repair or relocation by unauthorized personnel and without consent of Polarium;
- Failure to adhere to safety warnings or instructions;
- Opening the external casing by unauthorized personnel;
- Insufficient surge protection, inverter/rectifier failure or overcurrent;
- Use outside of the Products normal and customary manner;
- Use of non-Polarium approved equipment, parts, software, systems or connectivity, solutions, including interoperability issues or, advice on such actions; and/or
- Exceptional physical or electrical stress (power failure surges, inrush current, accidental breakage, etc.), problems in system or electricity infrastructure, incorrect voltage or outside of power range.

## 8 MISCELLANEOUS

If any provision of this Warranty is held by any court or award in arbitration to be invalid or unenforceable, the validity or enforceability of such provision shall not affect the other provisions of this Warranty which shall remain in full force and effect.

No one other than an authorized representative of Polarium may make any modification, extension, or addition to this Warranty.

## 9 LIMITATION OF LIABILITY

Neither Party shall in any event be liable to the other Party or any third party for any consequential or indirect losses, whether or not the possibilities of such losses could have been reasonably foreseen.

Neither Party shall in any event be liable to the other Party for damages exceeding twenty five (25) per cent of the aggregate of the payments actually made by Customer to Polarium under the relevant agreement, in the twelve month period preceding the event giving rise to the claim. This limitation shall apply to each incident as well as in the aggregate for all events in any period of twelve (12) months.