

LIMITED PRODUCT WARRANTY

This Kokam Co., Ltd. (“Kokam”) Limited Product Warranty (“Limited Warranty”) covers defects in workmanship and materials of Kokam products (the “Products”) for 12 months commencing on the earlier of: (i) 4 months from the date the Products are shipped from Kokam; and (ii) the installation of the Products (“Warranty Period”).

This Limited Warranty does not apply to customized or tailor made products, components which are separate from the Products, ancillary equipment and consumables, such as, for example, cables, fuses, wires and connectors, or third party products whether supplied by Kokam or others. Some components or products may carry their own manufacturer warranty. See product datasheet for more details.

The Limited Warranty only applies to the buyer who has purchased the Products from Kokam or from an authorized seller of Kokam for use in accordance with their intended purpose. The Limited Warranty may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, in accordance with the data sheets, installation manuals, use and safety guidelines that accompany the Products (collectively the “Documentation”).

If, during the Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty and Conditions, then buyer shall, promptly after such discovery, report the defect to its original distributor or reseller 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, Kokam shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The Product’s serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage. If Kokam determines that the reported defect is not eligible for coverage under the Limited Warranty, Kokam will notify buyer accordingly and will explain the reason why such coverage is not available. If Kokam determines that the reported defect is eligible for coverage under the Limited Warranty, Kokam will notify buyer accordingly, and Kokam may, in its sole discretion, take any of the following actions:

- (a) repair the Product at Kokam’s facilities or on-site; or
- (b) provide Buyer with replacement units for the Product.

Kokam will determine whether the Product should be returned to Kokam and, if Kokam so determined, the Return Merchandise Authorization (“RMA”) Procedure (set out below) will be invoked. Kokam 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 Warranty for the remainder of the then-current Warranty Period for the Product.

Where the RMA Procedure is invoked by Kokam, Kokam will instruct buyer how to package and ship the Product or part(s) to the designated location., upon receipt of the Product or part(s), Kokam will, at its expense and sole discretion, either repair or replace the Product or part(s).

Kokam will deliver the repaired or replaced Product or part(s) to the same country where the Product was originally shipped. Kokam will bear the cost of such shipment, including shipping and customs (where applicable) and buyer shall bear any applicable value added tax. Kokam may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to Kokam as per the above.

Where Kokam decides to repair the Product or part(s), warranty coverage includes labor and material costs necessarily incurred to correct the Product defect; and where Kokam decides to replace the Product or part(s) to which the Limited Warranty applies, warranty coverage includes the cost of the replacement of the Product or part(s). In addition, Kokam shall bear shipping costs in respect to the foregoing, as set out above. All other costs, including, without limitation, travel and boarding costs of Kokam 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 Limited Warranty and, unless otherwise agreed in writing in advance by Kokam, shall be borne by the buyer.

Warranty Exclusions: The Limited Warranty will not apply if (a) buyer is in default under the General Terms and Conditions of the Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- (a) damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product in accordance with the Documentation;
- (b) damaged as a result of modifications, disassembly, alterations or attachments thereto which were not pre-authorized in writing by Kokam;
- (c) damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- (d) installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring proper environment temperature for the Product as described in Kokam installation guide;
- (e) used in combination with equipment, items or materials not permitted by the Documentation or in violation of local laws, codes or standards;

- (f) damaged or rendered non-functional as a result of power surges, overvoltage, lightning, fire, storms, hail, earth-quake, snow, tornadoes, hurricanes, flood, pest damage, accident, transportation, action of third parties, vandalism, deterioration in the electrical supply, or other events beyond Kokam's reasonable control or not arising from normal operating conditions; or
- (g) Stationary batteries including without limitation ESS, UPS and telecom industry battery products may not be de-installed and reinstalled following their original installation

This Limited Warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functionality of the Product.

Limitation on Liability

THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM KOKAM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES WILL BE BINDING UPON KOKAM UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF KOKAM. WHERE THE END USER AND KOKAM'S DIRECT BUYER ARE DIFFERENT, THESE DISCLAIMERS APPLY TO BOTH KOKAM'S DIRECT BUYER AS WELL AS THE ULTIMATE END CUSTOMER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, KOKAM'S LIABILITY FOR ANY CLAIM WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE PRODUCTS SHALL IN NO EVENT EXCEED THE ENTIRE PURCHASE PRICE ALLOCABLE TO THE PRODUCTS OR PART THEREOF WHICH GIVE RISE TO THE CLAIM. IN NO EVENT SHALL KOKAM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF CUSTOMER OR OTHER THIRD PARTIES FOR ANY DAMAGES.

Limitation on Use

The Products are not intended for use as a primary or backup power source for life-support systems, medical equipment, or any other use where products failure could lead to injury to persons or loss of life or catastrophic property damage. Kokam disclaims any and all liability arising out of any such use of the Products. Additionally, Kokam reserves the right to refuse to service Products used for these purposes and disclaims any and all liability arising out of Kokam's service or refusal to service the Products in such circumstances.

Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Warranty Terms and Conditions, insofar as Kokam is not subject to statutory liability.

Coverage under the Warranty Terms and Conditions is subject to buyer complying with the foregoing notification requirements and cooperating with Kokam's directions. Kokam'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.

Unless otherwise specified in an executed Agreement with Kokam, the Limited Warranty and related provisions set out herein are subject to Kokam's General Terms and Conditions of Sale, including, without limitation, the provisions thereof, which relate to disclaimer of warranties and governing law and jurisdiction.

Revised: February 2020