

## 1. AMPERE ENERGY energy storage system warranty

This warranty applies to the AMPERE ENERGY energy storage system (hereinafter, the "Product") with the limitations and exclusions contained in the following terms and conditions.

Ampere Power Energy, S.L., hereinafter Ampere, provides the Product Client with a Product Warranty and a Performance Guarantee. The Product Warranty and the Performance Warranty are hereinafter collectively referred to as the "Warranty".

Hereinafter, the "Client" shall mean the natural or legal person who acquires the Product directly from Ampere, or through an authorised distributor or installer of the same, for the use for which it was manufactured, that is, as an Energy Storage System, all this in accordance with the Product's technical terms and conditions.

Ampere warrants the Product supplied in accordance with the following conditions:

### 1.1. Product Warranty

AMPERE warrants that the Product (not its installation) shall be free from material and manufacturing defects for a period of 5 years from the date on which the Client acquires the Product, although it shall have a maximum duration of 5 years and three months from the date when the Product is sent to an authorised distributor or installer from AMPERE's factory.

### 1.2. Performance Warranty

The Performance Warranty applies to the Battery Module built into the Product.

AMPERE guarantees the Client that the Battery Module built into the Product can provide, during a single complete discharge cycle, for 10 years from the date on which the Client acquired the Product, a useful energy

equal to at least 70% of the initial useful capacity. However, this warranty is limited to a maximum period of 10 years and 3 months from when the Product is shipped from AMPERE's factory.

The initial useful capacity of the Battery Module is:

- 3 kWh: Sphere S 3.3, Square S 3.3 (PV)
- 6 kWh: Sphere S 6.3, Square S 6.3 (PV), Square S 6.5 PV, Square PRO 6.3 (PV), Square PRO 6.5 PV, Square PRO 6.6 PV, Tower M 6.3 (PV), Tower M 6.5 PV, Tower M PRO 6.3 (PV), Tower M PRO 6.5 PV, Tower M PRO 6.6 PV.
- 12 kWh: Tower S 12.3 (PV), Tower S 12.5 PV, Tower PRO 12.3 (PV), Tower PRO 12.5 PV, Tower PRO 12.6 PV, T-PRO 12.
- 18 kWh: T-PRO 18
- 24 kWh: T-PRO 24
- 30 kWh: T-PRO 30
- 36 kWh: T-PRO 36

The term useful capacity describes the amount of energy that can be used from the Battery Module when it is fully charged, that is, the amount of energy it could supply in a full discharge cycle.

## 2. Warranty Claim Procedure

The sole and exclusive responsibility of AMPERE under this warranty, except those established by legal imperative, shall be to undertake the repair of the Product, or the Battery Module, or the replacement thereof. Where repairing or replacing it is not reasonable or feasible, AMPERE reserves the right to choose between supplying a similar Product, or Battery Module, that provides the same or equivalent functions or to refund the Product or Battery Module's residual value to the Client.

The Client must inform Ampere about any product defect within a maximum period of 15 calendar days from when it became apparent, exhaustively describing its nature together with any evidence or proof, and allowing Ampere to inspect and correct said defect by making the Product available to it.

The repair shall be carried out at the Client's facilities, unless Ampere decides to carry out the repair at Ampere's facilities because circumstances so determine or make it advisable. The Client is not authorised to repair the Product by itself or through third parties unauthorised by Ampere, nor to unilaterally send it back for fixing or replacing, unless Ampere has given written instructions in this regard.

Any replacement or repair shall have a warranty of up to the period remaining until the expiry of the original warranty period.

In the event that, after checking the Product, Ampere or the Technical Service designated by it determines that the Product is not defective, Ampere or the Technical Service shall be authorised to charge the Client any costs for carrying out said checks.

### 3. Warranty exclusions and limitations.

The warranty does not cover damage and/or defects due to:

- a. Incorrect installation, handling or maintenance of the Product due to non-compliance with the installation, handling and safety instructions supplied by Ampere with the Product.
- b. Repair or modification of the Product by a technical service not authorised by Ampere or with the incorporation and/or use of elements or equipment other than the elements or equipment used by Ampere.

c. Inadequate transport of the Product or inadequate storage or conservation of the same.

d. Abuse, neglect, misuse of the Product or use of the Product in an inappropriate medium.

e. Defects caused by atmospheric discharges, fires, floods, accidental breakage, actions by third parties and/or any other event beyond Ampere's reasonable control and taking place under normal conditions of installation or use of the Product.

f. Normal wear and tear of the Product, whether ordinary wear and tear due to operation or external causes, or extraordinary wear and tear or breakdown due to operating overload, misuse or external causes such as excessive humidity, dust, corrosive agents, electromagnetic fields, static energy, operating parameters outside the technical specifications, variations in the quality of the power supply or a defective Internet connection.

g. Use of the Product in applications or devices not contemplated or allowed in its technical specifications.

h. Installation and use of the Product outside European Community territory.

i. Defects caused by accidents or force majeure.

j. Failure to comply with applicable regulations.

k. Any Product whose serial number has been manipulated or which cannot be unequivocally identified shall not be covered by this warranty.

l. Any Product whose warranty has not been activated, through the Ampere "Ampgy" Digital Platform, within a maximum period of one month from the date of the Product's acquisition by the Client, shall not be covered by this warranty but, where appropriate, by

the minimum legal warranty. In no case, shall the activation of the warranty imply the extension of the maximum warranty period set out in section 1.1 Product Warranty and 1.2 Performance Warranty.

The procedure for activating the Warranty is set out both in the "*Warranty Activation Document*" supplied with the purchase of the Product and on Ampere's website ([www.ampere-energy.com](http://www.ampere-energy.com)).

#### 4. Limitation of liability.

- a. Ampere provides no warranties other than those expressly cited herein.
- b. Ampere shall not offer the warranty if the Product's use does not conform to that which is exclusively its own in accordance with the instructions for the same provided by Ampere, and as an Energy Storage System.
- c. The legal warranties as well as the warranties that Ampere provides hereunder are limited in duration to the terms set out in this warranty.
- d. This warranty is limited to the purchase price of the Product complained about. Ampere shall only assume liability, for direct damages actually caused to the Client, therefore, any indirect damage, such as loss of income, loss of business, loss of use, data or other commercial damages or economic advantages, as well as any pain and suffering or reputational damage that the Client may have endured, is excluded.

e. Ampere guarantees the Product in accordance with the terms and conditions set out in this warranty certificate, without prejudice to the rights that may correspond to the Client as a consumer.<sup>1</sup>

#### 5. Implementing rights under the warranty.

Any claim shall be made via the email address [support@Ampere-energy.com](mailto:support@Ampere-energy.com), indicating the serial number of the Product to which the claim relates and attaching a copy of the original invoice. Other additional documents (photos, energy records, etc ...) must be provided at Ampere's request.

#### 6. Transmission of the Warranty

If Client sells and transfers title to the Product, this warranty is transferred to the new owner of the Product, for the remaining warranty period, provided that the Product remains installed in its original location. The new owner shall then be considered a Client for the purposes of these warranty terms and conditions. In this case, the warranty expires for the previous Client.

Product Serial Number:

Signature:

AMPERE POWER ENERGY, S.L.

1. Any clause of this guarantee that contravenes the provisions of European Directive 1999/44/EC and Law 23/2003, of 10 July, on Warranties in the Sale of Consumer Goods, shall be automatically excluded

## 1. AMPERE ENERGY SEMS ONE system warranty

This warranty applies to the SEMS ONE system (hereinafter, the "Product") with the limitations and exclusions contained in the following terms and conditions.

Hereinafter, the "Client" shall mean the natural or legal person who acquires the Product directly from Ampere, or through an authorised distributor or installer of the same, for the use for which it was manufactured, that is, as an energy monitoring and control system.

Ampere warrants the Product supplied in accordance with the following conditions:

Ampere guarantees that the Product (not its installation) shall be free from material and workmanship defects for a period of 3 years. The warranty period begins on the date the Client purchased the Product (invoice date).

Notwithstanding the above, where the Product is purchased through an authorised distributor or installer, the warranty period shall be 3 years and six months from when the Product was sent to the distributor or installer from the Ampere factory.

## 2. Warranty Claim Procedure

Ampere's sole and exclusive liability under this warranty, apart from those established by legal imperative, shall be to undertake the repair of the Product, or the replacement thereof. Where repairing or replacing it is not reasonable or feasible, Ampere reserves the right to choose between supplying a similar replacement Product, which provides the same or equivalent functions, or to refund the Product's residual value to the Client.

The Client must inform Ampere about any product defect within a maximum period of 15 calendar days from when it became apparent, exhaustively describing its nature

together with any evidence or proof, and allowing Ampere to inspect and correct said defect by making the Product available to it.

The repair shall be carried out at the Client's facilities, unless Ampere decides to carry out the repair at Ampere's facilities because circumstances so determine or make it advisable. The Client is not authorised to repair the Product by itself or through third parties unauthorised by Ampere, nor to unilaterally send it back for fixing or replacing, unless Ampere has given written instructions in this regard.

Any replacement or repair shall have a warranty of up to the period remaining until the expiry of the original warranty period.

In the event that, after checking the Product, Ampere or the Technical Service designated by it determines that the Product is not defective, Ampere or the Technical Service shall be authorised to charge the Client any costs for carrying out said checks.

## 3. Warranty exclusions and limitations.

The warranty does not cover damage and/or defects due to:

- a. Incorrect installation, handling or maintenance of the Product due to non-compliance with the installation, handling and safety instructions supplied by Ampere with the Product.
- b. Repair or modification of the Product by a technical service not authorised by Ampere or with the incorporation and/or use of elements or equipment other than the elements or equipment used by Ampere.
- c. Inadequate transport of the Product or inadequate storage or conservation of the same.
- d. Abuse, neglect, misuse of the Product or use of the Product in an inappropriate medium.

- e. Defects caused by atmospheric discharges, fires, floods, accidental breakage, actions by third parties and/or any other event beyond Ampere's reasonable control and taking place under normal conditions of installation or use of the Product.
- f. Normal wear and tear of the Product, whether ordinary wear and tear due to operation or external causes, or extraordinary wear and tear or breakdown due to operating overload, misuse or external causes such as excessive humidity, dust, corrosive agents, electromagnetic fields, static energy, operating parameters outside the technical specifications, variations in the quality of the power supply or a defective Internet connection.
- g. Use of the Product in applications or devices not contemplated or allowed in its technical specifications.
- h. Installation and use of the Product outside European Community territory.
- i. Defects caused by accidents or force majeure.
- j. Failure to comply with applicable regulations.
- k. Any Product whose serial number has been manipulated or which cannot be unequivocally identified shall not be covered by this warranty.

Ampere recommends activating the Warranty, through the Ampere "Amppy" Digital Platform, within a period of one month from the date of the Product's acquisition by the Client

The procedure for activating the Warranty is set out both in the *"Warranty Activation Document" supplied with the purchase of the Product and on Ampere's website (www.ampere-energy.com)*.

#### 4. Limitation of liability.

- a. Ampere provides no warranties other than those expressly cited herein.
- b. Ampere shall not offer the warranty if the Product's use does not conform to that which is exclusively its own in accordance with the instructions for the same provided by Ampere, and as an energy monitoring and control system.
- c. The legal warranties as well as the warranties that Ampere provides hereunder are limited in duration to the terms set out in this warranty.
- d. This warranty is limited to the purchase price of the Product complained about. Ampere shall only assume liability, for direct damages actually caused to the Client, therefore, any indirect damage, such as loss of income, loss of business, loss of use, data or other commercial damages or economic advantages, as well as any pain and suffering or reputational damage that the Client may have endured, is excluded.
- e. Ampere guarantees the Product in accordance with the terms and conditions set out in this warranty certificate, without prejudice to the rights that may correspond to the Client as a consumer.<sup>1</sup>

#### 5. Implementing rights under the warranty.

Any claim shall be made via the email address [support@Ampere-energy.com](mailto:support@Ampere-energy.com), indicating the serial number of the Product to which the claim relates and attaching a copy of the original invoice. Other additional documents (photos, energy records, etc ...) must be provided at Ampere's request.

## 6. Transmission of the Warranty

If the Client sells and transmits ownership of the Product, this warranty shall be transferred to its new owner, for the remaining warranty period, provided that the handling of the Product (uninstallation and re-installation) is carried out correctly and in accordance with the installation, handling and safety instructions provided by Ampere. The new owner shall then be considered a Client for the purposes of these warranty terms and conditions. In this case, the warranty expires for the previous Client.

Product Serial Number:

Signature:

AMPERE POWER ENERGY, S.L.

1. Any clause of this guarantee that contravenes the provisions of European Directive 1999/44/EC and Law 23/2003, of 10 July, on Warranties in the Sale of Consumer Goods, shall be automatically excluded.

## 1. AMPERE ENERGY E-loop Power Charger Warranty

This warranty applies to the Ampere Energy E-LOOP CHAdEMO 6kW Charger (hereinafter, the "Product") with the limitations and exclusions contained in the following terms and conditions.

Hereinafter, the "Client" shall mean the natural or legal person who acquires the Product directly from Ampere, or through an authorised distributor of the same, for the use for which it was manufactured, that is, as an Electric Vehicle Charging System, all this in accordance with the Product's technical terms and conditions.

Ampere warrants the Product supplied in accordance with the following conditions:

Ampere guarantees that the Product (not its installation) shall be free from material and workmanship defects for a period of 3 years. The warranty period begins on the date the Client purchased the Product (invoice date).

Notwithstanding the above, where the Product is purchased through an authorised distributor, the warranty period shall be 3 years and six months from when the Product was sent to the distributor from Ampere's factory.

## 2. Warranty Claim Procedure

Ampere's sole and exclusive liability under this warranty, apart from those established by legal imperative, shall be to undertake the repair of the Product, or the replacement thereof. Where repairing or replacing it is not reasonable or feasible, Ampere reserves the right to choose between supplying a similar replacement Product, which provides the same or equivalent functions, or to refund the Product's residual value to the Client.

The Client must inform Ampere about any product defect within a maximum period of 15

calendar days from when it became apparent, exhaustively describing its nature together with any evidence or proof, and allowing Ampere to inspect and correct said defect by making the Product available to it.

The repair shall be carried out at the Client's facilities, unless Ampere decides to carry out the repair at Ampere's facilities because circumstances so determine or make it advisable. The Client is not authorised to repair the Product by itself or through third parties unauthorised by Ampere, nor to unilaterally send it back for fixing or replacing, unless Ampere has given written instructions in this regard.

Any replacement or repair shall have a warranty of up to the period remaining until the expiry of the original warranty period.

In the event that, after checking the Product, Ampere or the Technical Service designated by it determines that the Product is not defective, Ampere or the Technical Service shall be authorised to charge the Client any costs for carrying out said checks.

## 3. Warranty exclusions and limitations.

The warranty does not cover damage and/or defects due to:

- a. Incorrect installation, handling or maintenance of the Product due to non-compliance with the installation, handling and safety instructions supplied by Ampere with the Product.
- b. Repair or modification of the Product by a technical service not authorised by Ampere or with the incorporation and/or use of elements or equipment other than the elements or equipment used by Ampere.
- c. Inadequate transport of the Product or inadequate storage or conservation of the same.

d. Abuse, neglect, misuse of the Product or use of the Product in an inappropriate medium.

e. Defects caused by atmospheric discharges, fires, floods, accidental breakage, actions by third parties and/or any other event beyond Ampere's reasonable control and taking place under normal conditions of installation or use of the Product.

f. Normal wear and tear of the Product, whether ordinary wear and tear due to operation or external causes, or extraordinary wear and tear or breakdown due to operating overload, misuse or external causes such as excessive humidity, dust, corrosive agents, electromagnetic fields, static energy, operating parameters outside the technical specifications, variations in the quality of the power supply or a defective Internet connection.

g. Use of the Product in applications or devices not contemplated or allowed in its technical specifications.

h. Installation and use of the Product outside European Community territory.

i. Defects caused by accidents or force majeure.

j. Any Product whose serial number has been manipulated or which cannot be unequivocally identified shall not be covered by this warranty.

k. Failure to comply with applicable regulations.

#### 4. Limitation of liability.

a. Ampere provides no warranties other than those expressly cited herein.

b. Ampere shall not offer the warranty if the Product's use does not conform to that which is exclusively its own in accordance with the instructions for the same provided by

Ampere, and as an Electric Vehicle Charging System.

c. The legal warranties as well as the warranties that Ampere provides hereunder are limited in duration to the terms set out in this warranty.

d. This warranty is limited to the purchase price of the Product complained about. Ampere shall only assume liability, for direct damages actually caused to the Client, therefore, any indirect damage, such as loss of income, loss of business, loss of use, data or other commercial damages or economic advantages, as well as any pain and suffering or reputational damage that the Client may have endured, is excluded.

e. Ampere guarantees the Product in accordance with the terms and conditions set out in this warranty certificate, without prejudice to the rights that may correspond to the Client as a consumer.<sup>1</sup>

#### 5. Implementing rights under the warranty.

Any claim shall be made via the email address [support@Ampere-energy.com](mailto:support@Ampere-energy.com), indicating the serial number of the Product to which the claim relates and attaching a copy of the original invoice. Other additional documents (photos, energy records, etc ...) must be provided at Ampere's request.

#### 6. Transmission of the Warranty

If the Client sells and transmits ownership of the Product, this warranty shall be transferred to its new owner, for the remaining warranty period, provided that the handling of the Product (uninstallation and re-installation) is carried out correctly and in accordance with the installation, handling and safety instructions provided by Ampere. The new owner shall then be considered a Client for the purposes of these warranty terms and



conditions. In this case, the warranty expires for the previous Client.

Product Serial Number:

Signature:

AMPERE POWER ENERGY, S.L.

1. Any clause of this guarantee that contravenes the provisions of European Directive 1999/44/EC and Law 23/2003, of 10 July, on Warranties in the Sale of Consumer Goods, shall be automatically excluded.